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Current Topics.

The New R. S. C.

WE PRINT elsewhere two new Rules of the Supreme Court which were recently issued in draft, and which are to come into operation forthwith as the R. S. C. (May), 1912. The first introduces words into Ord. XI, r. 1 (a), which will make that rule apply to actions for the perpetuation of testimony relating to land within the jurisdiction. At present the rule allows service of the writ without the jurisdiction when the whole subject-matter of the action is land situate within the jurisdiction. It is sufficiently obvious that, in an action to perpetuate testimony with regard to title to such land, the land is the substantial subject-matter of the action for the purpose of the rule, but it has been held otherwise. The present rule puts the matter right, but it shows how the volume of the rules swells in consequence of over-refinement in their construction. The second of the new rules provides for the procedure on application to the court under section 66 of the National Insurance Act, 1911. The section enables the Insurance Commissioners to submit to the High Court the question whether any particular employment is an employment within Part I. of the Act instead of determining it themselves. The rule provides that the application shall be made by originating notice of motion served on the person or one of the persons between whom and the commissioners the question has arisen.

The Attorney-General.

THIS HAS been a week of surprises, but the greatest of all has been the announcement that the Attorney-General has been promoted to the position of a member of the Cabinet. In a body which already comprised six lawyers, including the Lord Chancellor, to keep them right in matters of law, the permanent addition of a law-officer to take part in its deliberations would seem to be uncalled for, and may conceivably lead to difficulty. What is to be done if the Lord Chancellor and the Attorney-General differ in opinion on any legal point? As we all know, it has been a frequent practice for the Cabinet to invite the law-

officers to attend meetings at which some knotty legal point has been discussed; but this is widely removed from placing the Attorney-General in a position to advise on all the affairs of the Empire—an appointment which is believed to be wholly unprecedented. The honour is explained as being purely personal to Sir RUFUS ISAACS, and as not intended to constitute a precedent—which, being interpreted, appears to mean that the appointment is a consolation to the Attorney-General for the loss of the Lord Chancellorship.

The Retirement of Lord Loreburn.

LORD LOREBURN's resignation, in consequence of ill-health, will, on several grounds, be regretted by both branches of the legal profession. Although he could not be called a great lawyer, and made no pretensions to rival in legal learning such distinguished predecessors as Earl CAIRNS, Earl SELBORNE, and Lord HERSHELL, he had a sound working knowledge of the common law—more especially of commercial law—and his decisions seldom deviated from plain common sense. Notwithstanding his strong attachment to the political doctrines of present-day Liberalism, and his enthusiasm for the principles of democracy, he only on one occasion forgot that the Lord Chancellor of England is a great judicial personage, from whom the strictest impartiality is demanded when he acts in a judicial capacity. Except in the *Lough Ness* case, when he could not altogether conceal his chagrin at the refusal of his brethren in the House of Lords to endorse his own views as to popular rights of fishing in public lakes, there is no judgment of his from which a stranger, unaware of his political convictions, could have guessed to which party he belonged. The same sturdy impartiality was shewn by him in his refusal to make the Commission of the Peace the *spolia opima* of his successful Liberal allies; his refusal to truckle to the sentiments of the rank and file, and to gratify social ambitions at the cost of magisterial efficiency, made his position during the whole tenure of his office one long struggle with the Radical extremists. His appointments to the High Court bench were in almost every case admirable; he really endeavoured to get the best men quite independently of their political convictions. In the case of the county court bench he was rather less successful, but in the main his nominees were middle-aged men with a good circuit, local, or commercial court practice, and not mere party hacks.

The New Lord Chancellor.

LE ROI est mort, vive le Roi! One Chancellor goeth and another cometh into the high place where his predecessor sat. The elevation of Lord HALDANE, somewhat unexpected as it was, to the office of Lord High Chancellor, may fairly be regarded as the grand climacteric of a distinguished and versatile career; and there is a certain poetic appropriateness in the course of events by which the keeping of the King's conscience has passed into the hands of a lawyer who is also an authority upon moral philosophy! In another column we publish an appreciation of the character and capacity of the new Chancellor; here it is sufficient to give one or two reasons why his appointment seems to us to be highly desirable at the present juncture. First of all, Lord HALDANE is a Chancery lawyer, to whom, from long professional experience, the principles of equity are thoroughly familiar, and who, therefore, will reinforce the House of Lords in its weakest point. It is certainly an anomaly that only one of the ordinary members of that court, Lord MACNAGHTEN, was possessed of a Chancery practice at the bar; and, unless Lord HALDANE's capacious brain has forgotten equity in acquiring a profound knowledge of strategy and tactics in war, he should prove most useful in the final Court of Appeal. Then there is the question of legal reform—on which Lord HALDANE's influence will be supreme. There are the rival policies; gradual extension of the circuit system to civil work, which Lord ALVERSTONE is understood to favour; and the practical supersession of the High Court by the county court, the alternative policy to which Lord LOREBURN's advisers would seem to have been urging him. Here, again, the detached comprehensiveness of Lord HALDANE's mind, it is to be hoped, will lead him to favour the less revolutionary of those policies. And, perhaps, when he has had time to consider the situation in the King's Bench

Division, the new Chancellor will see his way to accede to the general desire of the profession that steps should be taken for the appointment of two new judges.

Lord Loreburn's Retirement and Land Transfer.

ONE EFFECT of the retirement of Lord LOREBURN may be to increase the chance of the adoption by the Government of the Bill promoted by the Law Society to simplify the law of real property. We have at last a Lord Chancellor who possesses ample knowledge of the points in which the law of real property needs amendment, and of the working of a system of registration of title. Lord HALDANE can be relied on to give these matters careful, well-informed, and independent consideration. He will not, we imagine, be hustled by the Land Registry into taking any steps with regard to the extension of the system of compulsory registration until he has looked round the whole matter. We need hardly point out that an excellent opportunity is offered to the Council of the Law Society to bring their Bill to the notice of the new Lord Chancellor, and to urge upon him its adoption. If, as a first step to this, a petition to the Lord Chancellor, stating the views expressed in the resolutions passed at the recent conference, and signed on behalf of the Law Society and all the provincial law societies, were presented, there would be a favourable opening for discussing the subject with him. We do not wish unduly to raise the hopes of the Yorkshire solicitors and Yorkshire landowners, but we may point out that Lord HALDANE, as a Scotsman and the son of an Edinburgh lawyer, is, no doubt, well acquainted with the satisfactory working in his native country of the system of registry of deeds, and that he will find the Royal Commission in their report recommending that "county councils should be empowered to establish registries of deeds, either for their own county only, or for an urban area in their county, or for a union of neighbouring counties, on the lines of the Yorkshire registries." It is just possible that Lord HALDANE may strike out a new line on the land transfer question.

Sales under Voluntary Settlements.

IT is provided by section 47 of the Bankruptcy Act, 1883, that a voluntary settlement shall be "void against the trustee in bankruptcy" in the event of the bankruptcy of the settlor within the periods therein mentioned. At first it was supposed that the settlement would be void for all purposes, so that a *bona fide* purchaser before the bankruptcy of the settlor would not get a good title. But in *Re Carter & Kenderdine's Contract* (1897, 1 Ch. 776), it was held that the settlement could not be void against the trustee until there was a trustee in existence, though it would then be void against him from the time his title accrued, that is, from the act of bankruptcy on which the adjudication was made. This, at least, was involved in the judgments delivered in the Court of Appeal, though not necessary for the decision of the case, since the sale was prior to any act of bankruptcy. And accordingly, in *Re Hart* (1912, 2 K. B. 257), PHILLIMORE, J., has held that a sale under a voluntary settlement, made after the act of bankruptcy, but before the bankruptcy, is void against the trustee in bankruptcy. In that case shares comprised in a voluntary settlement were sold after an act of bankruptcy by the settlor, but before adjudication, and the purchaser was ordered to retransfer the shares, notwithstanding that she had no notice of the act of bankruptcy. The decision seems to follow inevitably from *Re Carter & Kenderdine's Contract* (*supra*), but it shews that that decision left the law in a very unsatisfactory condition. A sale by the settlor himself would be protected by section 49 of the Bankruptcy Act, 1883, provided there was no notice of the act of bankruptcy. A purchaser under a settlement made by him should not be in a worse position. The decision shews that it is quite a mistake to suppose that the title to shares does not require to be investigated. Had the subject-matter of the present settlement been land, the intending purchaser would have discovered the voluntary settlement, and the purchase would not have been completed until it was clear that no pending act of bankruptcy could invalidate it. But purchasers of shares take the transferor's title without any precaution. It appears that all the advantage in matters of

title is not on the side of the transfer of shares. On the particular point involved in the case the law should be at once altered.

Trading Contracts by Infants.

IN THE case of *Cowern v. Nield* (28 T. L. R. 423), the Divisional Court had to decide a vexed question relating to the liabilities of an infant upon his trading contracts. Put shortly, the facts of the case were these. The defendant, an infant trading on his own account as a hay and straw merchant, had contracted to sell to the plaintiff a certain quantity of hay and clover, payment against delivery. The clover was despatched and paid for, but subsequently the plaintiff rejected it as not according to contract, and claimed repayment of the price. When this claim was contested in the Wolverhampton County Court, the judge decided in his favour on the merits; he held that the consideration for the price had wholly failed, and that, therefore, the money was recoverable as money had and received by the defendant to the use of the plaintiff. But the defendant had also relied on a plea of infancy; here also the judge decided against him, on the ground that this was a trading contract, that trading contracts are for the benefit of an infant, and that, therefore, he is bound by them. Here is the crux of the question. It is, of course, clear law that an infant is bound by contracts which are entered into for his benefit, and by no other contracts. No exhaustive enumeration of all possible classes of contract which can be regarded as beneficial to the infant has as yet been made in any decided case. It is clear that they include contracts for "necessaries," both natural and conventional: *Hands v. Slaney* (1799, 8 T. R. 579). Among such necessities the courts have included the purchase of a volunteer uniform (*Coates v. Wilson*, 1804, 5 Espinasse, 152), horse exercise (*Hart v. Prater*, 1837, 1 Jurist, 623), decent burial (*Chapple v. Cooper*, 1844, 13 M. & W. 252). Again, contracts for service, apprenticeship, or tuition are regarded as for the infant's benefit (*Walter v. Everard*, 1891, 2 Q. B. 369), although the court will revise them and strike out as void provisions which are inconsistent with the welfare of the infant. But no decided case, prior to *Cowern v. Nield*, has included within this category contracts made in the course of an independent business carried on by the infant. *Prima facie*, it would certainly seem that such contracts are as necessary to his welfare as the right to enter into a contract of employment with a master; for unless he can form valid contracts, an infant can scarcely hope to carry on business; and the carrying on of an independent business seems not less for his benefit than the entrance into the employment of another. The Divisional Court, however, overruled this argument, and declared such contracts void.

Liability of Infant Trader *ex Delicto*.

A SECOND question of some interest was discussed in *Cowern v. Nield* (*supra*). It was suggested that an action for money had and received really creates a delictual liability under the fiction of a contract, since the old common count for "money had and received" was the mode of recovering at common law moneys which it was inequitable that the defendant should retain. The defendant was treated as a bailee or trustee of the money he had got hold of, and the action in debt was really the equivalent of an action for trover or detinue (see Bullen and Leake, article "Debt"). This count for money had and received lay to recover money in five distinct cases; namely (1) where the consideration had wholly failed, (2) where it had been obtained by fraud, duress or extortion, (3) where it had been paid under a mistake of fact, (4) where an agent had made secret profits for which he must account to his principal, and (5) where an agent is bailee of moneys for his principal (Bullen and Leake, article on "Money Had and Received."). Now in all those cases the alleged contract of debt is a pure fiction of law; the relationship is really one of detinue—the plaintiff is entitled to money which the defendant retains. Detinue, of course, does not apply to money or real property; it only applies in the case of chattels; so that an action in tort was not directly applicable, and the court gave a fictitious action in contract to take its place. But an infant is liable for his torts, and therefore attempts have been made from time to time to

extend his liability to those breaches of contract which are in substance, though not in form, torts. Indeed, where an infant has obtained the benefit of a contract by fraud, equity always compelled him to restore the advantage so obtained; *Lempriere v. Lange* (1879, 12 Ch. D. 675). And in *Seely v. Briggs* (60 L. T. 665) Mr. Justice KAY took the view that wherever an alleged breach of contract by an infant was in substance a breach of trust, the infant could be sued to make good the breach. In an old case (*Bristow v. Eastman*, 1 Esp. 172) Lord KENYON went so far as to apply this rule to all cases of actions for money had and received; his words were "Infancy was no defence to the action [i.e. for money had and received], infants were liable to actions *ex delicto* though not *ex contractu*, and though the present action was in its form an action of the latter description, yet it was of the former in point of substance." Although this case was quoted with approval by Mr. Justice PHILLIMORE in *Cowern v. Nield*, he refused to apply Lord KENYON's rule to every case of an action for money had and received; he took the view that such actions must be divided into two classes, those which are in substance tortious and those which are purely contractual; only in the former class can an infant be sued. The present action he regarded as being really *ex contractu*, not *ex delicto*, and so decided against the validity of the action.

Marriage Brokage Contracts.

THE ENGLISH law with regard to marriage brokage contracts may be taken to have been settled by the decision of the Court of Appeal in *Hermann v. Charlesworth* (1905, 2 K. B. 123). This decision was to the effect that a contract for reward to introduce a particular person to persons of the opposite sex, with a view to his or her marriage with one of those persons, was a marriage contract, and illegal; and that money paid under such a contract could be recovered back by the person who paid it, although the other party to the contract had brought about introductions, and had incurred expense in so doing. The judges of the Court of Appeal held that contracts of this class were against public interest, the principal objection to them being the introduction of a money payment into what should be free from any such inducement. It is, indeed, said by one of the judges that the object of the courts in pronouncing such bargains to be illegal is to prevent reckless and unsuitable marriages. But the better opinion appears to be that a marriage brokage contract is in its nature an outrage against propriety, and unworthy of the assistance of a court of justice. The law of France, like that of England, declares contracts against public interest to be illegal; but French judges, in the application of this law, are not bound by the previous decisions of courts of co-ordinate jurisdiction, and the court at Lyons recently upheld an agreement to pay commission upon the negotiation of a marriage, the amount of the commission being based upon that of the wife's dowry. The court considered that the agreement was consistent with good morals, as its object was marriage, "which is the basis of social organization." But, only a few days afterwards, a different view was taken by the Fifth Chamber of the Tribunal of the Seine, which decided not only that a matrimonial agent could not recover his commission, but that he could not recover the amount of the expenses which he had incurred in the execution of his mandate, inasmuch as the object of this mandate was unlawful. In a third case, before the Seventh Chamber, the court followed the Fifth Chamber in holding that the claim to commission was contrary to the public interest and could not be entertained, but suggested that expenses incurred by the plaintiff in carrying out his mandate might possibly stand on a different footing. We must give our preference to the decision of the Fifth Chamber. Any recognition of the right to recover expenses incurred by the agent in furtherance of a marriage brokage contract is a step in the recognition of the validity of the contract.

Bequest of Small Sum to Disinherited Child.

A CLAUSE in an American will, reported in one of the New York papers, shews that the ancient English practice of disinheriting by bequeathing a small sum is not unknown on the other side of the Atlantic. A bequest in the will in question

is "to my daughter E . . . living in the Champs Elysées, Paris, I bequeath five dollars, with which she must purchase the work of a reliable author on the wages of sin and ingratitude." This bequest may be compared with that mentioned by ADDISON in the *Tatler*: "My eldest son John . . . I do disinherit and wholly cut off from any part of this my personal estate by giving him a single cockle-shell"; and the will of ALEXANDER ROSS, solicitor, in London, by which he tried to disinherit his only son DAVID, giving the son a legacy of one shilling "to be paid him yearly on his birthday to remind him of his misfortune of having come into the world." Such illusory bequests were, of course, originally intended as a proof that the disinheritor was designed; and in the year 1706, in *Bretton v. Vachell* (5 Bro. P. C. 51)—where the testator, who did not acknowledge a son and daughter to whom his wife had given birth as his own children, made a will by which he bequeathed to each of them the sum of ten shillings and no more—the House of Lords adopted the argument that the two children were by bequest excluded from any share as next of kin of the surplus of the estate. These bequests are naturally deprecated by Lord ST. LEONARDS as wounding unnecessarily the feelings of a disinherited child.

Declaring the Dissolution of a Company Void.

A USEFUL provision of the Companies Act, 1907, section 31, re-enacted by section 223 of the Act of 1908, enables the court, within two years from the date of dissolution of a company, upon the application of any interested person, to declare the dissolution to have been void. The first reported case in which this power was exercised is *Re Spottiswoode, Dixon, & Hunting (Limited)* (1912, 1 Ch. 410), where a solvent company wound itself up voluntarily and transferred all its assets, except certain shares upon which there was an uncalled liability, to a new company. A call having been made, the new company repudiated liability, whereupon the creditor company applied by motion under the section for an order declaring the dissolution of the old company to have been void, and NEVILLE, J., held the applicants to have succeeded. If the arm of the law, he said, was so short that it could not interfere with such a transaction, then he had nothing to say about the action of the new company; they had discovered a way in which a liability could be got rid of by a solvent company without discharging it, and they were entitled to the benefit of their discovery. But for this beneficial section preventing any injustice which might arise from a dissolution under section 195, this would be a new way of escaping liabilities, which would probably be used again and again; and in the exercise of his discretion he made the order asked for. The effect of such an order is to revive the office of liquidator, and render him liable for the debt, and entitled to recover it from the new company if he has transferred all the assets to it.

The Law of Dower.

IN A discussion on the expediency of reform in the laws affecting women, Lady ABERCONWAY is reported to have said "that from early Saxon times wives possessed the right to dower till 1833, when power was given to the husband to deprive his wife of every penny under his will. This was not only unjust, but was contrary to the public interest. England was practically the only civilized country that did not reserve a certain share for the wife and children, who, through no fault of their own, were excluded from inheritance." This statement of the law makes no mention of the fact that the wife's dower could be effectually barred before the passing of the Act, by a competent provision by the husband by way of jointure made before marriage, or by the acceptance by the wife of a jointure after marriage. Moreover, Lady ABERCONWAY does not refer to the important extension of dower to the equitable estates of her husband, or to the fact that if the husband dies intestate and possessed of any lands the wife's dower out of such lands is still left for her support—unless, indeed, the husband should have executed a declaration to the contrary.

Touting by State Departments.

THE FESTIVAL of the Solicitors' Benevolent Association was this year marked not only by one of the most earnest, effective

and admirably expressed pieces of pleading for support ever delivered by a chairman, but by the fact that Mr. ELLETT—known as usually the most suave and eloquent speaker among practising solicitors—took off his gloves in attacking the advertisements issued by State Departments. He pointed out that the effect of the competition of the State with the profession was to increase the distress among solicitors and the claims on the Solicitors' Benevolent Association. "Not only," he said, "were State departments set up to do that work, but they were allowed to do that which the solicitors were not allowed, and properly not allowed, to do—that was, to tout for it. Touting was carried on by those departments in some directions by means of advertisements which, from their varied ingenuity and imagination, must, he thought, turn the expert in advertising green, and in every direction those advertisements took a form which he could only compare to the eulogies which were passed upon their wares by the cheap jacks of the country fairs." Solicitors are far too mealy-mouthed in dealing with this innovation, and we rejoice to read Mr. ELLETT'S vigorous words.

Judicial Control of the Tongue.

MR. JUSTICE BANKES, whose great merits as a judge are by this time recognized, not merely by the profession, but to our own knowledge by an eminent retired judge—the most competent of critics—delivered himself at the festival of the Law Clerks' Society on the pressing need for care in restraining the judicial tongue. "There were many things," he said, "he had realized since he had been on the bench. One was what an unruly thing the tongue of a judge was. It was a very unruly member, and there was no more difficult task when one was upon the bench than to restrain that unruly member." One would almost imagine that the learned judge must have been present either in one of the Courts of Appeal while the torrent of remarks, criticisms, and questions by the bench was in full flow, or in a King's Bench court when pearls of so called wit were falling from a member of the bench.

Lord Haldane.

AN APPRECIATION.

NOT since the days when Lord BROUGHAM boasted that he was the only unit in the Whig Cabinet of 1830, which gave their value to the ciphers, as he deemed them, who were his colleagues, has there been a Lord High Chancellor of England who has combined in one personality so many versatile talents as the new occupant of the woolsack. And whereas BROUGHAM was only one part a genius, and the other three parts a charlatan, Lord HALDANE is altogether a sound and solid man; there is no element of make-believe or superficiality in the encyclopædic knowledge of which he is so amazingly fluent an exponent. His high rank at the bar was attained, not by meretricious advocacy, as in the case of some successful political lawyers, but by competent exposition of the most difficult and technical principles of law in the prosaic atmosphere of the Chancery courts. His place in the Cabinet and in the political world has not been won by an appeal to the passions of ignorant mobs, nor by the possession of family influence and great wealth; it is simply because he is really too weighty and efficient a man to be overlooked that the leaders of his political party selected him as a fellow-labourer in the ministerial vineyard. Nor did any affectation of amateur genius for war gain for him the high reputation as an organizer of armies which military public opinion has at last frankly conceded to him; he began his career at the War Office rather despised as a theorist and a philosopher; he stolidly and steadily set himself to master the tough problems that had proved too much for every War Minister since the great Boer war; sagacity, method, and a quick grasp of principles kept him straight, and showed a surprised public opinion that the detached student of German metaphysics had not a little of the organising ability which is associated with the names of MOLTKE and VON ROON. Lastly, his reputation as a philosopher—unlike that of Mr. BALFOUR—has always been far higher among

the professors of metaphysics than in the outside world. After a very brilliant career at Edinburgh University—he not only took first-class honours in philosophy, but won the Gray and Ferguson scholarships, which are open to the students of all four Scottish universities, and which go to the best metaphysical mind in undergraduate Scotland at the infrequent intervals when they fall vacant—he studied philosophy at Gottingen, and gave to the world (in collaboration with an Edinburgh professor) a series of essays on philosophical problems. Years afterwards, when in active practice at the bar, he found time for a translation in three volumes of Schopenhauer's "World as Will-and-Idea"; and in the zenith of his fame, both as lawyer and politician, he delivered a most interesting series of lectures, in the capacity of Gifford Lecturer, which have been republished under the name of the "Pathway to Reality," and form the best introduction to the Hegelian system of metaphysics which is to be found in English.

Obviously, it is an unusual and remarkable intellect which has achieved respectable eminence alike in law, in politics, in military administration, and in metaphysics. Yet it cannot be said that Lord HALDANE impresses the observer as a very extraordinary man. The solid good nature which marks his appearance is not an unfair index of his mental characteristics; but there is one point about him which it does not at first sight suggest—namely, the astonishing quickness of mind which shews itself both in his fluency as a speaker and in the readiness with which he can get up a case, either for purposes of the forum or of the senate. Unlike many fluent men with a gift for "cram," however, Lord HALDANE is thorough; the astonishing mastery of all the facts and all the law in his cases used perpetually to astonish his "devils" and junior counsel associated with him at the bar; his similar command of exact information on military detail has equally impressed the War Office and the military critics. The truth is that Lord HALDANE is an exceptionally good example of one kind of Scots intellect; among Scots lawyers trained, as he was, at Edinburgh Academy and Edinburgh University, there are not a few who exhibit in a lesser degree much the same characteristics. There are two leading types of Scots intellect: the "dour" kind, which is passionately devoted to one set of principles, and fights for them with an overwhelming earnestness—Lord LOREBURN was a type of this; and the "canny" type, which takes a broad view of the universe at large, considers carefully beforehand the *ratio entis* of any task upon which it enters, and masters every possible avenue which may lead to the attainment of its objects. Scots lawyers of this second type have certain common features by which a shrewd observer at once picks them out. A well-stored brain, which seems an encyclopædia of facts and dogmas; an extremely methodical and precise arrangement of their ideas so as to have them readily available for immediate use; and a lucid grasp of "first principles"—these are its inner characteristics. In action, these qualities are usually assisted by an extreme quickness in grasping new facts and applying old principles to them—it looks as if the mind had a pigeon-hole all ready to put in and take out what it wants for the purposes of the moment. In addition, there usually is found extreme caution in arriving at a final opinion, great suavity and subtlety in expressing it, and a certain dexterous capacity for intrigue. Men, like ideas, are sized up by the "canny" brain, and it manoeuvres or manipulates them with the same dexterity with which it handles its inner world of facts and principles. This type of mind, in high perfection, and inspired by very real and sincere ideals of public service, is essentially that of the new Lord Chancellor.

As a lawyer, Lord HALDANE displays just the characteristics one would expect of him. He is a past master of juridical theories, but he is also familiar with all the tricks of fence which help to win forensic victories. At the bar he took silk at the early age of thirty-four, after only eleven years' practice at the junior bar, and he soon took the bold step of becoming a Chancery "Special." But his practice was by no means confined to his own division; in Local Government, Revenue and Constitutional cases on the common law side he was frequently pressed in as advocate before the Court of Appeal and the House of Lords; and he enjoyed a most extensive Privy Council practice. Indeed, he is one of the few lawyers who, without

having practised in India, obtained a large practice in Indian appeals; his remarkable versatility enabled him to pick up at a moment's notice any system of native law which was essential to a case in which he was instructed; and he could argue subtle points of Hindu or Mahometan custom with as much profundity and fertility of illustration as if he had spent a lifetime in studying these systems only. During his last ten years at the bar he attained, also, to a large "opinion" practice; his opinion was freely taken on all sorts of points on Scots, Irish, American and foreign law, as well as on English law—so great was the confidence in the variety of his learning that he contrived to inspire. It cannot be said, however, that his opinions were of the same high value as his advocacy; he had a tendency to overrule well-settled doctrines of English law in the light of general principles borrowed from theoretical jurisprudence—and the language in which he expressed his opinion was often too metaphysical for the plain man. It used to be said, indeed, that in a certain class of cases the solicitor paid HALDANE seven guineas for his opinion, and then gave one of his "devils" a guinea brief "to explain what HALDANE meant." But this defect was not due to any lack of solid legal learning; it was the result of Lord HALDANE's wide range of legal knowledge and profound belief in first principles. The best example of it occurs in the famous Free Church case, which HALDANE argued before the House of Lords, and in the course of which he argued strenuously for the recognition of a new class of trusts, hitherto not accepted as valid by English law. We know of "executed" trusts, in which the settlor definitely fixes for all time the objects of his bounty; and we know of "executory" trusts, in which he leaves it to the court to lay down a scheme which will carry out his general intention. HALDANE argued for a mixed executed and executory trust—one in which the settlor indicates at the outset the specific objects of his bounty, but names as beneficiaries a corporation with power to alter its objects, and so change the destination of the settlor's bounty into a new direction. There is no authority for such a trust in any English case, and therefore Lord HALDANE's argument failed; but the ingenuity with which he found analogies in existing English rules of law, and so devised a support for his argument, is very typical of the fertility and originality of his legal genius.

It may be predicted of Lord HALDANE with reasonable safety that on the bench he will be a conservative legal reformer like JESSEL; he will not hesitate to adopt new principles where he finds a *casus omissus* in our system of jurisprudence, but he will diligently seek for old rules in which to cover them up, and decided cases out of which to coax an authority for them. At all events, his judgments will never be confused, inconsistent, half-hearted or slipshod—the besetting vices of our latter-day law-lords.

The Merger of Charges.

I.

WE have already (*ante*, p. 377) noticed the decision of the Court of Appeal in *Manks v. Whiteley*, chiefly in regard to its effect on registration of deeds in Yorkshire; but its main interest lies in the unexpected resuscitation by a majority of the Court of Appeal (COZENS-HARDY, M.R., and BUCKLEY, L.J., MOULTON, L.J., *diss.*) of the much criticized decision in *Toulmin v. Steere* (3 Mer. 210), relating to merger of charges, and the publication of the full judgments (1912, 1 Ch. 735) makes it worth while to recur to the matter. The principles governing the merger of charges on land in the estate in the land have been settled by a long series of decisions, and, apart from *Toulmin v. Steere*, they are consistent. The mere union of the charge and the estate in the same person does not extinguish the charge. "Upon this subject a court of equity"—and it is only equity that counts—"is not guided by the rules of law. It will sometimes hold a charge extinguished where it would subsist at law, and sometimes preserve it where at law it would be merged" (*Forbes v. Moffatt*, 18 Ves., p. 390). The sole guide is the intention of the person in whom the interests are united, and this intention need not be expressed.

"Where no intention is expressed, or the party is incapable of expressing any, the court considers what is most advantageous to him" (*Forbes v. Moffatt*, *supra*, at p. 392). Accordingly, if he is absolute owner of the charge and the land, it is in general presumed that he intends merger. It is not for his interest to keep the charge alive, and the merger simplifies the title to the estate (*Donisthorpe v. Porter*, 2 Eden, p. 164). If he has only a limited interest in either the charge or the land, the presumption is the other way, and, in the absence of express intention, there is no merger (*Burrell v. Earl of Egremont*, 7 Beav. 205, 232). This is upon the ground that it is for his benefit that the charge should be kept alive, and the court will presume an intention in accordance with what is for his benefit.

And while the question of merger is technically based on intention, yet in fact the result is based directly on the advantage of the owner (see *Grice v. Shaw*, 10 Hare, p. 80), and this is important in reference to the case where the purchaser of an equity of redemption pays off a charge upon it when there is a subsequent charge existing. If the first charge is treated as extinguished, then the subsequent charge is let in as a first charge, and the purchaser is thereby prejudiced. Since the purchaser on paying off the first charge becomes in equity the transferee of it, this is clearly opposed to the principle that the question of merger depends on the presumed intention of the party, the presumption being that he intends what is for his advantage. In the particular case where the person liable for the first charge as debtor pays it off, then the principle does not apply. A mortgagor cannot set up against his own incumbrancer any other incumbrance created by himself (*Otter v. Vauz*, 6 De G. M. & G. p. 462). But this seems in principle the only exception which should be allowed. *Toulmin v. Steere* (*supra*), however, carried the exception further, and GRANT, M.R. held that "one purchasing an equity of redemption cannot set up a prior mortgage of his own, nor consequently one which he has got in, against subsequent incumbrances of which he had notice." In that case the notice was constructive, and hence the passage must be read as applying to actual and constructive notice. But, as pointed out by PARKER, J., in his judgment in *Manks v. Whiteley* (1911, 2 Ch., p. 462), constructive notice is irrelevant in a question of intention, and the passage has been recognized as raising peculiar difficulties. So far as it implies that the purchaser cannot keep the charge alive by an actual intention to that effect it has been overruled, and the charge is kept alive, not only where the purchaser expresses such intention, but also where an actual intention can be gathered from the circumstances (*Adams v. Angell*, 5 Ch. D. 634).

The effect of *Toulmin v. Steere* (*supra*), therefore, is reduced to this, that where the purchaser paying off a first mortgage has notice, actual or constructive, of a subsequent charge, there is no presumption of intention to keep the charge alive. It does not touch the case where he has no notice, either actual or constructive. It may be said, indeed, that where he does not know of a subsequent incumbrance he cannot be presumed to have had any intention with regard to it. But this overlooks the fact that, as pointed out above, the question of merger is treated in equity as depending on the advantage of the party, and the presumption of intention is merely machinery to enable the result to be brought within the rule that merger depends on the intention. The true doctrine is that merger depends on the actual intention when there is one; when there is not, it depends—though the judgment of the Master of the Rolls does not admit this (1912, 1 Ch., p. 744)—on considering what is for the advantage of the party. *Otter v. Vauz* (*supra*) introduced an exception justified by principle. The mortgagor cannot keep alive the mortgage in his own favour as against subsequent incumbrances. *Toulmin v. Steere* (*supra*) introduced a further exception opposed to principle, namely that the ordinary presumption does not apply in favour of a purchaser of an equity of redemption who pays off a mortgage with notice of a subsequent charge. It has been generally disapproved; it has been held that it is not to be extended; and judicial dicta have gone so far in condemnation of it that of recent years it has been safe to say that it is virtually overruled (see *Thorne v. Cann*, 1895, A. C., pp. 16-18); *Liquidated Estates Co. v. Willoughby* (1896, 1 Ch.

p. 734). But in *Manks v. Whiteley* (1911, 1 Ch. p. 462), PARKER, J., held that it was binding on a court of first instance, and the Master of the Rolls and BUCKLEY, L.J., have held (1912, 1 Ch., pp. 744, 768) that it is binding on the Court of Appeal.

(To be continued.)

Reviews.

Betting.

THE LAW RELATING TO BETTING OFFENCES. By H. JENKINS, F. W. MORLEY, and E. J. PURCHASE, Barristers-at-Law. Stevens & Sons (Limited).

Books on the Gaming Acts are produced in such numbers by members of the Junior Bar, that one is compelled to conclude the subject has some special attraction for them. This little volume is concerned only with one aspect of those Acts, namely, the extent to which they create criminal offences out of prohibited conduct. It is planned upon a progressive model. The earlier chapters give an outline of the law, which is filled in by later chapters in some detail. The statutes dealt with comprise the Betting Act, 1853, the Metropolitan Streets Act, 1867, the Vagrant Act Amendment Act, 1877, Betting Act, 1874, Betting and Loans (Infants) Act, 1892, Street Betting Act, 1906, and certain sections of the Licensing Act, 1910. The very famous Kempton Park case (*Powell v. Kempton Park Racecourse Co.*, 1899, A. C. 143) is, of course, dealt with fully, and extracts from the judgments in the House of Lords are given in the appendix. Our readers probably remember that in this case the House of Lords overruled *Harcke v. Dunn* (1897, 1 Q.B. 579), a decision of the Divisional Court upon a case stated by justices; that decision was given in a "criminal cause or matter," and therefore could not be the subject of further appeal; so certain parties affected by it initiated a civil action which they carried to the final Court of Appeal. An interesting discussion is raised by the learned authors, as to whether or not a judgment obtained in this way is given in a collusive action or not? If it is, then is it binding and valid as a precedent? The point is interesting, although academic, and worthy of more attention than usually is bestowed on it by writers of text-books. We looked in this book for a discussion of "automatic betting machines," but found no reference to them or to the leading case on the point, *Roberts v. Harrison* (101 L. T. 540). This is the only omission we have detected in a well-arranged and reliable book.

Books of the Week.

Company Law.—Company Law and Precedents. By ARTHUR STIEBEL, M.A., Barrister-at Law. Butterworth & Co.

History of English Law.—A Short History of English Law from the Earliest Times to the End of the Year 1911. By EDWARD JENKS, M.A., B.C.L., Barrister-at-Law. Methuen & Co. (Limited).

Digest of Current Law.—Third Annual Supplement to the Encyclopædia of the Laws of England: Being a Digest of Current Law. Edited by MAX A. ROBERTSON, Barrister-at-Law. Temporary Volume for use during 1912. Sweet & Maxwell (Limited); W. Green & Son, Edinburgh.

Money-Lenders.—The Money-Lenders Acts, 1900-1911, with a Verbatim Report of the Authoritative Cases and Appendices of Statutes, Rules and Precedents of Pleading. By CHARLES L. COLLAIRD, M.A., B.C.L., Barrister-at-Law. Butterworth & Co.

Boundaries and Fences.—Hunt's Law of Boundaries, Walls and Fences. Sixth Edition. Revised and Substantially Re-written by R. G. NICHOLSON COMBE, M.A., LL.M., Barrister-at-Law. Butterworth & Co.

THE General Council of the Bar have adopted the following resolution, which has been sent to the Lord Chancellor, the Lord Chief Justice of England, and the Law Officers, viz.:—"That if the business in the King's Bench Division in London and on circuit is to be properly conducted, and the accumulation of arrears prevented, it is imperative that an addition should at once be made to the judicial strength of the King's Bench Division."

The Judicial Committee of the Privy Council resumed their sittings on Tuesday. Their list includes ten Indian, three Colonial, and thirteen Canadian appeals. There are eleven judgments for delivery.

Correspondence.

The National Insurance Act.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—I venture to call attention to a point arising upon the draft regulations proposed to be made under the National Insurance Act.

When the Bill was first introduced, public opposition was aroused to the proposed powers of inspectors to enter into private houses, and this right was accordingly eliminated.

The powers of inspectors are now defined by section 112 of the Act which excepts private houses—1 (a) from the inspector's right of entry; 1 (b) from the right of examination and inquiry whether the Act has been complied with; 1 (c) from the right to examine persons and require signature of declaration.

Clause 1 (d) of the section authorizes inspectors to exercise "such other powers as may be necessary for carrying the Act into effect"; but I apprehend that this expression "other powers" cannot affect private houses, having regard to the foregoing provisions.

Regulation 5 (4), however, of the above draft regulations provides that every employer shall require from the employed contributor delivery of the current card "whenever required so to do by any inspector."

Such a requisition seems to be "an examination and inquiry," which is excepted, as above stated, in the case of private houses; but the regulation is general in terms, and apparently includes private houses, and suggests that we shall all have inspectors calling at our front doors and inquiring for our servants' contribution cards.

I submit that this proposed regulation is *ultra vires*, as the Act (section 7) only gives power to the Commissioners to make regulations "subject to the provisions of this Act," or it is confined by implication to premises other than private houses, which implication should be made express.

If the regulation is effectual it appears to offer a prospect of a system of unpleasant inquisition, which the public does not realize and the Government pledged itself not to impose upon us.

June 7.

CITY SOLICITOR.

"Arrears in the King's Bench Division"—Official Shorthand Writing.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—Your recent observations upon this subject induce me to place at your disposal the result of many years' experience on the largest official shorthand staff in the kingdom (*viz.*, the "Gurney") and of many years' membership of the Institute of Shorthand Writers.

That experience enables me to state that, not individual appointments to each court, but a department of official shorthand writing, could be organized, and worked, by one individual "chief of the staff" (*vide Q. 1931*, "Parliamentary Debates" evidence, 1907) in such a way as to be:—

- (1) as expeditious as the present system of keen competition;
- (2) to interfere only to a small extent with "vested interests";
- (3) self-supporting; and,
- (4) in such a way as to satisfactorily meet every one of the following objections:—

(a) that the advantage of the present system of keen competition would no longer be enjoyed by the legal profession;

(b) that the shorthand writer would be taking notes many days, and then have a sudden demand made upon him for transcript;

(c) that the constantly varying number of courts, and particularly the circuit arrangements, would present very great difficulties;

(d) the idea that "official appointments" would necessitate the breaking up of the present office arrangements of the probable appointees, and the bringing together of the whole staff in one building.

Naturally enough—when the subject again receives official attention—the Institute of Shorthand Writers will (probably) endeavour to induce "the Authorities" to treat them as a body representing, not a portion, merely, of the shorthand writers "practising in the Supreme Court of Judicature," but as representing the whole of the "profession," appoint all the members of the Institute "official shorthand writers," and constitute the "leading members" organizers and managers.

Should their efforts succeed, practical application will once more be given to the words of Mr. Watt, a Scots advocate, formerly a professional shorthand writer himself, *viz.* (*vide* "International Shorthand Congress, 1887"): "It" ("the farming out of the shorthand writing of the courts") "would inevitably result in injustice to

... individuals whose only defect might be the want of influence to oil the wheels of promotion."

J. SARGENT WALL.

33, Chancery-lane, W.C., June 8.

New Orders, &c.

Rules of the Supreme Court, May, 1912.

ORDER XI., RULE 1 (A).

1. Order XI., Rule 1 (a), shall be read as if after the words "rents or profits" the words "or the perpetuation of testimony relating to the title to land within the jurisdiction" were inserted.

ORDER LV. B.

Proceedings under section sixty-six of the National Insurance Act, 1911.

2. Where the Commissioners desire, instead of themselves deciding whether any class of employment is or will be employment within the meaning of Part I. of the National Insurance Act, 1911, to submit the question for the decision of the High Court in a summary way, they shall institute proceedings for that purpose in the Chancery Division by originating notice of motion in the form hereto annexed, which may be cited as Form 18B in Appendix B; and such notice of motion shall be served on the person or one of the persons as between whom and the Commissioners the question has arisen.

It shall be open either to the Commissioners or to the person or persons served with such notice of motion to file such evidence thereon as he or they may be advised, and the matter shall proceed in the same manner and subject to the same regulations as any other originating motion.

3. These Rules, which shall come into operation forthwith, may be cited as the Rules of the Supreme Court (May), 1912, or separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883.

Dated the 15th of May, 1912.

(Signed)

LOREBURN, C.

H. H. COZENS-HARDY, M.R.

ROLAND VAUGHAN WILLIAMS, L.J.

A. M. CHANNELL, J.

W. PICKFORD, J.

S. A. T. ROWLATT.

P. OGDEN LAURENCE.

W. H. WINTERBOTHAM.

C. H. MORTON.

FORM.

The High Court of Justice.

Chancery Division.

Mr. Justice

IN THE MATTER OF THE NATIONAL INSURANCE ACT, 1911.

Take notice, that the Court will be moved on _____ day, the _____ day of _____ next, at 10.30 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, by Counsel on behalf of the Commissioners acting under the above-mentioned Act, for the decision of the Court as to whether the class of employment specified hereunder is or is not, or will or will not be, employment within the meaning of Part I. of the Act, or that such other order may be made in the premises as the Court may think fit.

Dated, &c.

To, &c.

The class of employment to which this notice refers is employment [state the class as clearly and succinctly as may be].

At the Chelmsford Assizes, on the 10th inst., says the *Times* reporter, Mr. Justice Bray, in charging the Grand Jury, said that with regard to special and common jurors there was a feeling that it was somewhat of a hardship that they should be obliged to come, very often at considerable inconvenience and some little expense. A Commission was now sitting, and if there were any jurors who thought there were means by which the inconvenience could be lessened he recommended them to communicate with the secretary of the Commission.

At a recent dinner in Washington, Secretary of State Knox was speaking about the forms that are observed in the administration of law in England, and, says the *American Case and Comment*, found much to commend in the added dignity that was given thereby to the administration of justice. But that legal phraseology may sometimes be carried to excess he instanced by quoting the remarks of a Scotch judge who had to sentence a man to death for the crime of murder. Said his lordship: "You did not only kill and murder the man, and thereby take away his valuable life, but you did push, thrust, or impel the lethal weapon through the band of his regimental trousers, which did not belong to the man you murdered, but were the property of His Majesty the King."

CASES OF THE WEEK.

Court of Appeal.

Re THE IMPRISONED DEBTORS' DISCHARGE SOCIETY'S ACT, 1856, and Re THE SOCIETY FOR THE DISCHARGE AND RELIEF OF PERSONS IMPRISONED FOR SMALL DEBTS THROUGHOUT ENGLAND AND WALES. No. 2. 8th June.

CHARITY—OBJECTS TO BE SELECTED BY TRUSTEES—DISCRETION OF TRUSTEES NOT CONTROLLED BY COURT—CY-PRES DOCTRINE NOT APPLICABLE.

An Act of Parliament directed that the income of a society whose objects had failed was to be applied to such charities as the society, with the consent of four-fifths of the governors, should select, subject to the sanction of the court.

Held, that the application was not to be *cy-pres*, and that the court had no power to direct a scheme nor to control the discretion of the trustees so long as it was properly exercised.

This was an appeal from a decision of Parker, J., on a petition under the Imprisoned Debtors' Discharge Society's Act, 1856. The Act was passed to provide for the application of the funds of the "Society for the discharge and relief of persons imprisoned for small debts throughout England and Wales," a society founded in 1772 whose objects had failed owing to the abolition of imprisonment for debt. The Act provides that the society may, with the consent of four-fifths of the governors and with the sanction of a judge of the High Court, apply its funds to other purposes. The governors, who are gentlemen of the highest standing, have never considered that the funds were to be applied *cy-pres*, but have drawn up a list of charities including hospitals, discharged prisoners' aid societies, and societies for preventing people from lapsing into the criminal classes. This list has been varied from time to time, and is brought before the court yearly on petition and duly sanctioned; but in 1911, when the matter came before Parker, J., that learned judge was of opinion that to fritter away the funds among a large number of societies was unsatisfactory, and that a scheme ought to be drawn up for dividing the funds (amounting to about £4,000 per annum) among a small number of charities. The trustees therefore appealed.

COZENS-HARDY, M.R.—With great hesitation I differ from Parker, J., on a question of charities, with which the high position held by him for many years gave him great familiarity. He has held that a scheme should be sanctioned by the court under which the funds would be applied *cy-pres* to a few selected charities. In 1856, when the objects of the society failed, such a scheme might have been sanctioned. This was not done, but an Act of Parliament was passed. I think, therefore, that the *cy-pres* doctrine has no application, but the discretion is reposed in the governors of the society, and the duty of the court is confined to seeing that the application is not improper, and that the charities selected are such as the Act contemplates. For example, the publication of the works of Joanna Southcote has been held to be a good charity, but it would not be a proper one for this society. No such exception can be taken to the charities which the governors have selected, and I think that the course taken by a long succession of judges is amply justified and should not be interfered with.

FARWELL and KENNEDY, L.J.J., concurred, the former observing that the position was the same as when a discretion is reposed by a testator in his trustees, and the court makes a decree for administration. In such a case the discretion will be supervised, but will not be controlled so long as it is properly exercised. Thus, in *Re Gadd* (23 Ch. D. 134) when a defendant with a power of appointing trustees made an improper appointment, the court discharged it, leaving the defendant to make a fresh one, but refusing to make an appointment itself. The appeal was therefore allowed. The costs of the Attorney-General, who had been served by order of Parker, J., were allowed, with an intimation that in future applications service on him should not be necessary.—COUNSEL, *Romer, K.C., and Hans Hamilton; Sargant. SOLICITORS, F. A. K. Doyle; Treasury Solicitor.*

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

Re MELLOR, DODGSON v. ASHWORTH. Eve, J. 5th June.

WILL—CONSTRUCTION—APPOINTMENT OF EXECUTORS AND TRUSTEES—LEGACIES TO TRUSTEES AS SUCH—CODICIL—REVOCATION OF APPOINTMENT AND LEGACY—SUBSTITUTION OF NEW TRUSTEE—IMPLIED REVOCATION.

A testatrix appointed two trustees of her will, and gave to each of them a legacy of £500. She also gave to each of the trustees for the time being of her will an annuity of £50 so long as the trusts should continue. By a codicil she revoked the appointment of one of the trustees, and appointed another in his place, to whom she gave a legacy of £50 for his trouble, and declared that the will should be construed as if the name of the new trustee had been inserted throughout the will.

Held, that the new trustee was entitled to the legacy of £50 and to the annuity of £50, but not to the legacy of £500.

Re Freeman (1910, 1 Ch. 681) followed.

This was an adjourned summons asking whether the defendant, John Wynne, was entitled to a legacy of £500, a legacy of £50, and an

annuity of £50. By her will the testatrix appointed the plaintiff and G. A. Bromet executors and trustees, and gave to each of her trustees a legacy of £500. She also gave to each of the trustees for the time being of her will £50 per annum so long as any of the trusts therein contained or in any codicil thereto should continue, such annual allowance to commence at the expiration of two years after her death. By a codicil to her will the testatrix revoked the appointment of G. A. Bromet as executor and trustee, and also the legacy of £500 and the annual allowance, and appointed John Wynne to be executor and trustee, and gave to him a legacy of £50 for his trouble in acting, and declared that her will should be construed as if the name of John Wynne had been inserted throughout instead of the name of G. A. Bromet.

EVE, J.—In my opinion, according to the true construction of the will and codicil, John Wynne is entitled to the annuity of £50 bequeathed by the will and to the legacy of £50 bequeathed by the codicil. It has been urged on behalf of the residuary legatees that the bequest of the annuity to each person holding the office which John Wynne holds must in his case be treated as suspended by the bequest of the £50 in the codicil. I do not accept this view. The annuity bequeathed by the will is bequeathed in plain and unambiguous terms to each individual who may at the expiration of two years from the testatrix's death be a trustee; there is no express revocation of the bequest in Wynne's case, and I do not think there is any authority which would justify me in holding it to be impliedly revoked by the gift of an immediate legacy of £50 by the codicil. The further question whether the declaration with which the codicil concludes operates to give Wynne the legacy of £500 bequeathed by the will to each of the trustees if they should prove the will presents some difficulty. As a matter of fact, Bromet's name is mentioned but once in the will, and that is in the clause by which he is appointed, and if the effect of the declaration involves the substitution in that clause of Wynne's name for Bromet's, the result would follow that Wynne, being thereby made one of the trustees, would on proving the will be within the terms of the next clause, whereby £500 is given to each of "my trustees." But such a construction appears to me to do violence to all the earlier part of the codicil by which the testatrix has in plain language effected the substitution of Wynne with his £50 legacy for Bromet and his £500 legacy. Indeed, this is the sole object of the codicil, and I am quite satisfied that I ought not to attach to the declaration any meaning calculated to defeat that object if it is capable of any other construction. The cases of *Re Percival* (59 L. T. 21) and *Re Freeman* (1910, 1 Ch. 681), and especially the latter, shew that declarations of this nature are not necessarily construed *literatim et verbatim*; the context may so limit their application as to make them simply incidental to and consequential upon the carrying out of the testator's intention, and when the court has once arrived at the intention "it must not," to use the language of Buckley, L.J., in the latter of the above cases, "tie itself so strictly down to the literal meaning of the words as to give the go-by to the intention." In the present case, having arrived at the clear conclusion that what the testatrix intended to do was to substitute Wynne for Bromet, and £50 for £500, I am bound to see whether the declaration cannot be so construed as to give effect to and not defeat that intention. I think that it can. I think that the meaning is that Wynne and his £50 are to be substituted for Bromet and his £500, and that subject to these modifications Wynne is to be treated for all purposes connected with the executorship and trusteeship as replacing Bromet. By this construction the declaration is not regarded as altogether superfluous, but its application is made subservient to the whole of the testatrix's intention, and not alone to that part of it which contemplated the substitution of one individual for another. The result is that in my opinion Wynne is entitled to the legacy of £50 and to the annuity of £50, but not to the legacy of £500.—COUNSEL, *P. O. Lawrence, K.C., and Deighton Pollock; Jessel, K.C., and Cozens Hardy; Inghen, K.C., and Stokes; Harman. SOLICITORS, Withers, Bensons, Birkett, & Davies, for W. Hodgson, Leeds; Chester, Broome, & Co., for Ponsonby & Carlile, Oldham, and for Booth & Sons, Oldham.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

PEARS v. PEARS. Evans, P. 17th April; 7th June.

DIVORCE—WIFE'S PETITION—OBJECT OF PROCEEDINGS—UNDUE DELAY—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT., c. 85), s. 31—DISCRETION OF COURT—REFUSAL OF DECREE.

Where the court was satisfied that a wife petitioner had not brought her suit in order to obtain protection or relief from the matrimonial tie, and that there had been a long delay before instituting proceedings, it refused to exercise the discretion, given by section 31 of the Matrimonial Causes Act, 1857, in favour of the petitioner.

Undefended petition for divorce by a wife. It appeared that the petitioner had been guilty of desertion and adultery. The parties were married in 1886, and a child was born in 1887, but only lived two years. Shortly after the birth of the child the petitioner became addicted to habits of intemperance, and in 1889, on the advice of a clergyman named Parr, who knew the parties, she entered a home for inebriates, remaining there two years. While there the respondent cohabited with a woman named Nash, formerly a servant in the employ

of the parties. As he continued to live with her, and refused his wife's request that he should give up the girl, the petitioner was prevented from returning to his home, and went into service. In or about 1894 the respondent returned to the petitioner, who was residing at her father's house, and stated that he had given up Nash, but he deserted his wife in 1895 after a short cohabitation with her. In 1900, while working in Leeds, the petitioner saw her husband, who was living in the same town with Nash, and had had several children by her. He refused to return to the petitioner. Since that time she had not seen her husband, who had not contributed anything towards her support. She was now being assisted by Mr. Parr, who was aware of all the facts, to bring the present proceedings, as she had not had the necessary means before. In the course of her evidence the petitioner stated that her object in bringing the suit was in order that her husband might marry Nash. The respondent had not asked her to do so. She had no desire to marry again. Mr. Parr, in his evidence, stated that on moral grounds he had pressed the petitioner to bring the suit. Counsel for the petitioner submitted that the petitioner was entitled to a decree, because (1) the court, provided that the delay was explained satisfactorily, had no power to refuse it; and (2) the delay had been satisfactorily explained, and the case was a proper one in which the court should exercise its discretion under section 31 of the Matrimonial Causes Act, 1857.

EVANS, P.—I think you are right on the first point. It is a general principle of law that it does not matter what the motive is if a person has a legal right. The petitioner is entitled to a decree unless she is debarred by the very long delay.

On 7th of June.—The case was further argued, when counsel submitted that the delay began two years after the desertion which commenced in either 1894 or 1895. Undue delay was not pressed so hardly against a wife as against a husband: *Kirkwell v. Kirkwell* (1818, 2 Hag. Con. 277). In the cases of *Davies v. Davies and Hughes* (11 W. R. 402, 3 Ew. & Tr. 221) and *Harrison v. Harrison* (12 W. R. 808, 3 Sw. & Tr. 362), decrees were granted, and in both there was a delay of twenty years. Moreover, the court had not refused a decree, though it found there had been unreasonable delay: *Newman v. Newman* (18 W. R. 584, 2 P. & D. 57). The case of *Barnard v. Barnard* (Times, 8th of February, 1910) was also referred to.

EVANS, P., said that he would gladly have assisted the petitioner, but the case must be decided on principles laid down in such cases. It was clear that there had been a delay of seventeen or twenty years. The petitioner now explained the delay by saying that she had had no means. That had not been originally put forward, and it was abundantly clear that the reason for her bringing the suit was that given by Mr. Parr. He (the learned president) was not satisfied that she had not had means, for it appeared that she was in service at the time, and, moreover, she could have proceeded in *forma pauperis*. [Having referred to the cases of *Beaulerk v. Beaulerk* (1891, P. 189), *Nicholson v. Nicholson* (3 P. & D. 53), and *Short v. Short and Bolwell* (3 P. & D. 193), the learned President concluded:] I come to the conclusion that there was no disposition shewn by the lady at all to take any steps until these proceedings were determined upon after consultation with Mr. Parr. Therefore she did not bring the suit to protect herself or get relief from the tie of matrimony; and, that being so, the delay of seventeen or twenty years is such as in my judgment ought to make me refuse to give her the decree in the exercise of the discretion given me under section 31.—COUNSEL, *Grazebrook*. SOLICITORS, *Ellis & Collier*.

[Reported by DIOBY CORRE-PREEDY, Barrister-at-Law.]

Recent Cases Relating to County Court Practice.

ROBIN v. JOSEPH RANK (LIM.). Ridley and Lush, JJ.
17th May.

PRACTICE—COUNTY COURT—CLAIM FOR LESS THAN £2—ACTION TRIED BEFORE REGISTRAR—APPLICATION TO JUDGE FOR NEW TRIAL—POWER OF JUDGE TO ORDER—LEAVE BY JUDGE TO APPEAL TO HIGH COURT FROM REGISTRAR—COUNTY COURTS ACT, 1888 (51 & 52 VICT., c. 43) ss. 92, 93, 120.

Where an action in the County Court has been tried before the registrar under section 92 of the County Courts Act, 1888, the judge has jurisdiction to order a new trial under section 93 of the Act.

Appeal from the decision of the deputy judge sitting at the City of London Court. The plaintiff brought an action against the defendants in the City of London Court claiming twenty-five shillings damages for the breach of a written contract made with the defendants. The action was heard before the registrar under section 92 of the County Courts Act, 1888, which provides that "Subject to rules and orders under this Act, a registrar may on the application of the parties and by leave of the judge hear and determine any disputed claim where the sum claimed or the amount involved does not exceed £2." The registrar, upon the construction of the contract between the parties, gave judgment for the plaintiff for the amount claimed. The defendants applied to the deputy judge for an order for a new trial. The deputy judge held that he had no power to order a new trial, but gave leave to appeal from his order and also from the decision of the registrar. The defendants appealed, and it

was contended on their behalf that the decision of the deputy judge was wrong, since by section 93 of the Act he had power to order a new trial if he shall think fit "in every case whatever." It was also submitted that there was an appeal from the decision of the registrar direct to the Divisional Court under section 120 of the County Courts Act, 1888, leave having been given by "the judge" within the meaning of that section. It was contended, for the plaintiff, that the decision of the deputy judge was right. There was nothing in section 92 which indicated that there was any power in the judge to review the decision of the registrar, and the words in section 93 "in every case whatever" meant in every case which had properly come before the judge. There being no right of appeal from the registrar to the judge under section 92 the case could not properly come before him. It was further contended that no appeal lay direct from the decision of the registrar to the Divisional Court under section 120 of the Act, since under that section the judge whose leave is necessary before an appeal can be brought where the amount claimed does not exceed £20 is the judge who tried the case, and no leave to appeal was given by the registrar.

RIDLEY, J., having delivered judgment:

LUSH, J.—Two questions have been raised on this appeal, first whether the judge has power under section 92 of the County Courts Act, 1888, if he thinks it just, to order a new trial where the original hearing was not before the judge, but before the registrar, and secondly, whether where there has been a hearing and determination before the registrar the judge has power under section 120 of the Act to grant leave to appeal, the granting of leave to appeal being a condition precedent to the right to appeal in this case, because the amount in dispute is less than the sum specified in section 120. I agree that the deputy judge was wrong when he came to the conclusion that he had no power under section 93 to hear an application for a new trial, and I think he was wrong for this reason: The registrar has power under section 92 in certain cases where the amount involved does not exceed £2 to hear and determine the dispute between the parties. That jurisdiction although statutory is derivative, and the registrar obtains it from the judge or by leave of the judge. That leave, again, is not sufficient to give him jurisdiction, because before he can exercise it the parties have to assent and the conditions mentioned in the section have to be complied with. But where the leave has been given and the conditions have been complied with the registrar has power to determine the dispute. But in determining it, he is, in my opinion, sitting for the judge and as judge, and that being so when section 93 says that "every judgment and order of the Court except as in this Act provided shall be final and conclusive between the parties," it includes a judgment or order made by the registrar sitting for the judge. The section goes on: "the judge shall also in every case whatever have the power, if he shall think fit, to order a new trial..." It seems to me clear that that section, following as it does section 92, which is the section conferring this limited and conditional jurisdiction on the registrar, in using the expression "every judgment and order of the court," includes a judgment and order of the court whether made by the judge or made by the registrar. It is just as much the judgment or order of the court in the one case as in the other, provided the leave of the judge has been obtained and the conditions in the rules have been complied with. The judge, therefore, has power in every case to order a new trial whether he has adjudicated himself or whether the registrar has done so. I confess I fail to see how it can be contended, as it has been, that the words "in every case" must be construed to exclude cases which are referred to in section 92, i.e., where the adjudication in the first instance has been by the registrar. It seems to me obvious that the wide phraseology of that section was chosen in order to give the judge power, whoever it was who sat in the first instance, whether himself or the registrar, by his leave, to order a new trial. Therefore I think, so far as that section is concerned, that the judge was wrong when he held that he had no jurisdiction merely because the original hearing had been by the registrar. With regard to section 120, I have very great doubt whether that section does not give to the judge the power to grant leave to appeal although the original adjudication was by the registrar. I do not think, speaking for myself, that section 120 intended to confer, or did confer, on the registrar the power to grant or withhold leave to appeal. As I said, his power is entirely derivative, and I do not think one can construe section 120 to mean that, in addition to adjudicating, the registrar has power to grant leave to appeal and is, for the purpose of section 120, the judge who has that jurisdiction given to him. Assuming that to be correct, I confess I am strongly inclined to think that the expression which is used in section 120 includes the county court judge and gives him power to grant leave to appeal whether he heard the original dispute himself or whether the registrar determined it for him. For the reasons which I have given I think we have power to send the case back to the judge to exercise his jurisdiction under section 93. We have been asked to go further and make the order which, in our view, the judge ought to have made if he had exercised and had not disclaimed the jurisdiction which is given to him by the section. I do not think we have power to do that. The power to the judge by section 93 to order a new trial is, in my view, a power given to the county court judge alone, and although we think that the judge had power

to deal with the matter, I do not think that this court has power to make the order which, in our view, ought to be made if he had exercised his jurisdiction. All that we can do is to remit the case to him in order that he may exercise his jurisdiction and make the order which in his view is the proper one in the circumstances of the case. Case remitted.—COUNSEL, Mould; Cautley. SOLICITORS, Arthur E. Eves; Oldman, Cornwell, & Wood Roberts.

[Reported by C. G. MORAN, Barrister-at-Law.]

PLANT v. COLLINS. DEELEY, Claimant. Ridley and Lush, JJ.
22nd May.

COUNTY COURT—INTERPLEADER—GOODS OR CHATTELS TAKEN IN EXECUTION—PROCEEDS OR VALUE THEREOF—CLAIMANT NO TITLE TO GOODS TAKEN—CLAIM UNDER MORTGAGE FOR BOOK DEBTS—COUNTY COURTS ACT, 1888 (51 & 52 VICT., c. 43), ss. 156 AND 157.

The high bailiff having taken goods in execution and sold them, D claimed the proceeds under an assignment to him by the judgment creditor of future book debts. The high bailiff interpleaded, and the county court judge gave judgment for the judgment creditor on the ground that the claimant had shewn no title to the goods that had been seized and sold. On that ground he could not establish his claim to the proceeds of sale.

Held, that this decision was right.

Sections 156 and 157 of the County Courts Act, 1888, considered.

In 1908, one Plant, a solicitor, by deed assigned all debts and sums of money then owing or thereafter to become owing to him in connection with his business of a solicitor, together with all the securities for the same, to Deeley, the claimant. In 1912, Plant brought an action against Collins, a client, for a bill of costs. Plant recovered judgment for a sum which, with the bill of costs, amounted to £38. Execution issued in the county court, and goods of Collins were seized and sold, fetching the sum of £31 odd. Deeley took out a summons in the county court claiming that he was entitled to the proceeds of the sale, £31 odd. The high bailiff interpleaded under section 157 of the County Courts Act, 1888, and the county court judge held that Deeley, the claimant, had failed to establish his case as he had shewn no title to the goods taken in execution. From that decision he now appealed. By section 156 of the County Courts Act, 1888 (51 & 52 VICT., c. 43): "Where any claim shall be made to or in respect of any goods taken in execution under the process of the court, the claimant may deposit with the bailiff either the amount of the value of the goods claimed, such value to be affixed by appraisal in case of dispute to be by such bailiff paid into court to abide the decision of the judge upon such claim, or the sum which the bailiff shall be allowed to charge as costs for keeping possession of such goods until such decision can be obtained, or may give to the bailiff in the prescribed manner security for the value of the goods claimed, and in default of the claimant so doing the bailiff shall sell such goods as if no such claim had been made, and shall pay into court the proceeds of such sale to abide the decision of the judge." By section 157: "If any claim shall be made to or in respect of any goods or chattels taken in execution, or in respect of the proceeds or value thereof, by any person, it shall be lawful for the registrar upon application of the high bailiff, as well before as after any action brought against him, to issue a summons calling before the court as well the party issuing such process as the party making such claim, and the judge shall adjudicate upon such claim, and make such order between the parties in respect thereof and of the costs of the proceedings as he shall think fit, and shall also adjudicate between such parties, or either of them, and the high bailiff with respect to any damage, or claim of or to damages, arising or capable of arising out of the execution of such process by the high bailiff, and make such order in respect thereof, and of the costs of the proceedings, as to him shall seem fit; and such orders shall be enforced in like manner as any order in any action brought in such court, and shall be final and conclusive as between the parties and as between them or either of them and the high bailiff, unless the decision of the court shall be in either case appealed from; and upon the issue of the summons any action which shall have been brought in any court in respect of such claim or of any damage arising out of the execution of such process shall be stayed."

RIDLEY, J., having delivered judgment:

LUSH, J.—I am of the same opinion. The sole object of these two sections—namely, sections 156 and 157 of the County Courts Act, 1888—is to provide for cases where goods have already been taken in execution under a judgment and where other persons than the judgment debtor claim property in the goods. When one looks at section 156 it is quite plain why the words "proceeds or value" upon which the learned counsel for the claimant relied were introduced. That section provides that where goods are taken in execution the claimant may deposit with the bailiff either the amount of the value of the goods, or the sum which the bailiff is allowed to charge for keeping possession of the goods, or may give to the bailiff security for the value of the goods, and in default of the claimant so doing, the bailiff shall sell such goods, as if no such claim had been made, and shall pay into court the proceeds of such sale to abide the decision of the judge. Then comes section 157 which says: "If any claim shall be made to or in respect of any goods or chattels taken in execution or in respect of the proceeds or value thereof . . ." referring back to the proceeds or value mentioned in section 156. In my opinion,

it is clear that "the proceeds or value" means the proceeds or value of goods which have been claimed by somebody other than the judgment debtor. In the present case, no claim has been made to the goods. Counsel for the claimant does not suggest that his client ever had any claim to them, and admits that they were the goods of the judgment debtor. That being so, the claim which the present claimant makes is not one which can be a good one under section 157, because, in order that it should be a good claim under that section, there must be a claim to the goods where they still exist as goods, or to the value where they have been sold and the proceeds are in the hands of the high bailiff. When it is admitted that the claimant never had any claim to the goods it seems to me to follow that he never had any claim to the proceeds of the goods. I desire to make it clear that, in my opinion, the interpleader proceedings were properly taken in this case. All that the high bailiff knew was that he had money in his hands representing the proceeds of the sale of goods seized under a judgment, and I think that he was justified in making this application to interplead under section 157. But when the claimant came forward to substantiate his claim it became quite clear that he never had any claim. He may have had some equitable claim to be paid this sum of money, but he never had any claim to the goods and consequently he never had any claim to the proceeds of the goods under section 157. For these reasons I am of opinion that this appeal must be dismissed. Appeal dismissed.—SOLICITORS for the claimant, Field, Roscoe, & Co., for F. Deeley, Dudley; for the judgment creditor, C. F. Smith for Plant, Dudley.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Law Society.

Attendances on the council and committees (excluding the Discipline Committee) from 1st June, 1911, to 31st May, 1912:—

Name.	Council.	Committee.	Total Attendances.
The Hon. W. B. Barrington	26	5	31
Mr. J. S. Beale	9	12	21
Mr. T. W. Bischoff	22	3	25
Mr. J. J. D. Botterell	23	8	31
Mr. J. W. Budd	25	17	42
Mr. A. H. Coley	16	5	21
Mr. C. A. Coward	31	31	62
Sir Homewood Crawford	23	14	37
Mr. W. Dawes	29	20	49
Mr. R. W. Dibdin	31	32	63
Mr. W. Dowson	32	32	64
Mr. R. Ellett	23	12	35
Mr. H. Ford	—	—	—
Mr. W. H. Foster	29	14	43
Sir E. H. Fraser	15	4	19
Mr. S. Garrett	31	39	70
Mr. H. Gibson	25	22	47
Mr. C. Goddard	33	72	105
Mr. J. R. B. Gregory	30	51	81
Mr. J. W. Hills	9	5	14
Mr. W. J. Humfrys (president)	28	39	67
Sir H. J. Johnson	31	58	89
The Hon. R. H. Lyttelton	29	40	69
Mr. C. B. Margette	5	2	7
Mr. P. H. Martineau	26	27	53
Mr. J. F. Milne	4	2	6
Mr. C. H. Morton	10	7	17
Mr. R. C. Nesbitt	31	20	51
Mr. E. F. Oldham	14	7	21
Mr. A. C. Peake	16	6	22
Sir A. K. Rollit	13	5	18
Mr. C. L. Samson (vice-president)	26	41	67
Mr. W. A. Sharpe	32	65	97
Mr. F. W. Stone	9	1	10
Mr. R. S. Taylor	28	20	48
Mr. W. Trower	30	68	98
Mr. W. M. Walters	28	5	33
Mr. R. M. Welsford	33	17	50
Mr. A. Wightman	2	—	2
Mr. W. H. Winterbotham	30	66	96

EXTRAORDINARY MEMBERS.

Mr. J. W. Botsford	2	—	2
Mr. A. J. Clarke	16	2	18
Mr. R. S. Cleaver	13	8	21
Mr. T. Eggar	16	8	24
Mr. A. M. Jackson	2	—	2
Mr. C. E. Longmore	24	20	44
Mr. W. H. Norton	11	1	12
Mr. R. A. Pinsent	23	18	41
Mr. R. Pybus	8	5	13
Mr. F. Sturge	9	2	11

Solicitors' Benevolent Association.

ANNIVERSARY FESTIVAL.

The fifty-second anniversary festival of the Solicitors' Benevolent Association was held in the Common Room, Law Society's Hall, on Thursday, the 6th inst., Mr. W. J. Humfrys (Hereford, President of the Law Society) taking the chair. The guests included Mr. C. L. Samson (vice-president, Law Society), Mr. A. H. Jessel, K.C., Sir Thomas Skewes-Cox, J.P., Mr. Ivor Vachell (president, Cardiff Law Society), Mr. C. Mosley (president, Derby Law Society), Mr. A. O. Hedland (president, Sunderland Law Society), Mr. T. W. James (president, Swansea Law Society), Mr. R. Hoar (president, Kent Law Society), Mr. R. Ellett (Cirencester, chairman of the board of directors), Mr. R. S. Taylor (deputy chairman), Mr. S. P. B. Bucknill (secretary, Law Society), Mr. H. T. Barnett, Mr. G. E. Barr (Hastings), Mr. R. J. Beattie, Mr. G. H. Chamberlain, Mr. G. B. Crowder, Mr. J. S. Curtis, Mr. Alfred Davenport, Mr. R. W. Dibdin, Mr. H. Dixon, Mr. Walter Dowson, Mr. W. E. Gillett, Mr. Charles Goddard, Mr. J. R. B. Gregory, Mr. Bouchier F. Hawksley, Mr. Herbert Hunter, Mr. F. R. James (Hereford), Mr. Harry R. Lewis, Mr. C. G. May, Mr. Northwood Rawlins, Mr. R. A. Pinsent (Birmingham), Mr. R. H. Purves, Mr. W. A. Sharpe, Mr. Gerald Sturt, Mr. T. L. Sutton, Mr. J. E. Tunnicliffe, Mr. W. Melmoth Walters, Mr. A. Wightman (Sheffield), Mr. W. M. Woodhouse, Mr. Ernest Goddard, Dr. M. S. Nation, Mr. R. W. Ellett, Mr. H. P. Ellett, and Mr. R. J. Bowerman.

The loyal toasts having been given from the chair, and duly honoured, the CHAIRMAN proposed the toast of the evening, "The Solicitors' Benevolent Association." He said that many of those present could recollect the date when the association was born, a little more than half a century ago. In 1862, when it seemed first to have really commenced its operations, it distributed in relief some £45. In the half century which had elapsed since that date it had grown until in 1911 the sum paid for the purpose of relief was no less than £5,879 odd, and he was told that in this year the amount that would be available, including annuities, would reach £6,257. That such a sum as this should be expended seemed to him to tell two things, one that a great amount of distress and want existed among certain members of the profession, and again, those who were more or less dependent upon them, their wives and families, and it told also of the labour that must be given to the work by the directors of the society in ascertaining all the facts necessary to the wise and due administration of this great charity. But, on the other hand, he was bound to say that there was another side which was not so satisfactory, and it was that not one-fourth of the members of the profession were members of the Solicitors' Benevolent Association. Something more than 16,000 solicitors were on the roll, and the number of members of the Association was only 4,006. It seemed to him that this was in no way creditable to the profession at large. There might be possibly some few whose means were so limited that the very guinea necessary to become a member could not be spared; but really, solicitors who were in that condition should feel that there was special reason why they should subscribe, because it was quite possible that it might become necessary for them to ask relief of the society. But he was afraid that the reason why the membership was so small was that there were many men who were too mean—he did not mind using that word—to afford the annual guinea to support the society. Another reason, and one of the principal causes, was that they needed to be dunned—it was a very unpleasant word to use—to become subscribers. To consider for a moment what the society was doing, by the last report he saw that 223 grants were made to members of the profession and their families during the year amounting to £5,220, and, in addition to that, there were sums paid in annuities, most of them of £30, to various necessitous cases. Surely, this was a charity that ought to appeal to them all, surely, they ought to feel some sympathy and some regret for men who had worked side by side with them, and who had gone down in the struggle and battle of life. Many of those who had come to the society for help, and still more whose wives and children had been compelled to do so, had started with as fair prospects as any as those present, but misfortune, for which they could hardly be held responsible, ill-health, or something else, had left them unable to support or provide for those who were dear to them. The great majority of solicitors who did not subscribe failed to do so, he believed, because those who were members of the Association did not press the matter enough upon them. He knew that if an application was merely made by circular, the circular would go into the waste-paper basket, and he believed that the only way of really inducing men to become subscribers was by pressing upon them their duty to do so. He could not help thinking that, out of the 12,000 members of the profession who did not subscribe there were a great many who, if the matter were fairly placed before them, would become members and give the society their aid. Surely, most of them must recognise the obligation they had to the men who fell and fainted in the race. The society never refused help in any deserving case. They might be unable to give help so adequately as they would wish, because of the inadequacy of their means, but when it was recollected that they spent over £6,000 a year in relief, and that the only funds applicable for the purpose were the subscriptions and the income of invested funds, whilst any deficiency had to be met out of capital, it would be apparent that there was a great duty on all the members of the profession to join. He pressed upon the members of the profession to do what was their positive duty, to endeavour in some measure to relieve the suffering of those

men they had met in the profession and in other ways in life, so that the directors might be enabled to make the grants more adequate, and might be able to continue the boast—the legitimate boast—that they never refused assistance in any case where they were satisfied that it was deserving.

The SECRETARY (Mr. Gill) announced subscriptions and donations as follows:—The Chairman, £105; Mr. A. Wightman (Sheffield), £52 10s.; Mr. W. F. Fladgate, £31 10s.; Mr. J. Field Beale, £26 5s.; Mr. T. S. Curtis, £25; Mr. E. W. Cooper (Newcastle-upon-Tyne), £21; Mr. T. W. Thompson (Newcastle-upon-Tyne), £21; Messrs. Grundy, Kershaw, Samson, and Co., £21; Mr. Richard S. Taylor, £21. The total amount reached the sum of £820.

Mr. ALFRED DAVENPORT gave the toast of "The Law Society and the Provincial Law Societies."

Mr. C. L. SAMSON (Vice-President of the Law Society) responded on behalf of the society. He said the council were a public institution, and they were exposed to the criticism, sometimes friendly, sometimes a little hostile, of their constituents. He did not think they always deserved the full measure of adverse criticism which fell to them at the general meetings of the society. The council of the society had a very important duty to perform. The profession looked to them for a certain amount of guidance, and attributed to them possibly the capacity of directing the opinion of the profession. They were sometimes told that they did not act with sufficient promptness, and that they were rather reticent in expressing decided opinions. He had no doubt there was a certain amount of truth in that charge, but, at the same time, they recognised that very important duties were cast upon them, and that it was often better to proceed with caution than to be precipitate, and form and express opinions from which they might have afterwards to recede. They appreciated most highly the support given them by the provincial Law Societies, and with that support they could speak not only with the voice of London, but of the country, which added enormously to their strength.

Mr. IVOR VACHELL (President Cardiff Law Society) returned thanks for the provincial Law Societies, speaking of the value of their work.

Mr. ELLETT (Cirencester, chairman of board of directors) proposed the toast of "The Guests." He said there were various causes why cases of distress in the profession must arise, and arise in considerable number. One of these causes undoubtedly was that the profession was overstocked. There was no doubt that there were more solicitors than there was work for and adequate remuneration, and matters were not improving in that direction; every indication was that the competition would become greater, and the tendency was in the direction of more claims being made on the association. Worse than that, the State now competed with the profession. State departments had been created which were doing work, and were proposing to do work which solicitors in the past had done, and he ventured to say, speaking generally, done with ability and integrity and to the satisfaction of the country. And not only were State departments set up to do that work, but they were allowed to do that which solicitors were not allowed, and properly not allowed, to do, that was, to tout for it. Touting was carried on by those departments in some directions by means of advertisements which, from their varied ingenuity, and imagination, must, he thought, turn the expert in advertising green, and in every direction those advertisements took a form which he could only compare to the enlogies which were passed upon their wares by the cheap jacks of the country fairs. Therefore, there was very little prospect of the association having fewer claims on its funds in the future.

Mr. A. H. JESSEL, K.C., in returning thanks, referring to the competition of public officials with solicitors, said he thought a stronger stand might perhaps be made against it than had been the case in the past. He ventured to suggest that the members of the profession were a little too diffident with regard to the influence they might exercise in Parliament amongst those whose mission it was to institute measures supposed to be intended for the public welfare. That influence had not been fully exerted to the full extent, and he thought, considering the number of lawyers there were in Parliament, more intimate association might exist than at present in the profession in order to present their case to the legislature and prove to them how essential it was that their interests should be safeguarded. He said this not without considerable experience of public departments and a knowledge of how entirely inadequate that action sometimes was. There had been friends of his who had not had the good fortune to succeed at the bar. They were put into public positions by nomination, which meant, of course, that they had friends who were able to secure them those positions, and he found that they attained in a very few years positions of importance in public departments which gave them executive powers far exceeding those enjoyed by judges in the High Court, and with no appeal to any tribunal whatever, with the result that those gentlemen, though capable and excellent persons in private life, were utterly unable to deal adequately with the complex subjects which came to them. With particular reference to the Public Trustee he thought they all made a mistake. When the Judicial Trustee Act was passed they had a chance of which they might have availed themselves, and, if they had been awake to the public outcry, a much more effective administration of trusts in the chambers of the Chancery Division might have been instituted, which would have retained to the profession the position which they formerly enjoyed in that connection. He suggested that the example should not be lost sight of in the future when attempts were made, as they most certainly would be made, once more to injure the profession, and that they should use their influence with members

of Parliament, and point out the claims of the profession upon the public, which possibly they did not appreciate for lack of adequate advocacy. The tendency of public officers to do the work which the profession had done so well might in this way be mitigated. The matter was of vital importance to them all, especially to those who were starting in the profession or who were rising in the profession. The relations between the bar and solicitors were close and intimate, and they would do best for each other by sticking to each other. It they co-operated closely with one another in the consideration of every measure which was brought into Parliament which affected the interests of the profession, they might do much to defeat legislation which might be inimical to either section of the profession.

Mr. RICHARD S. TAYLOR (deputy chairman of the board of directors), in proposing the toast of "The Chairman," spoke of Mr. Humfrys as the most munificent living donor to the funds of the association. Three years ago he sent to the directors £1,000, with which they had established two annuities.

The CHAIRMAN acknowledged the compliment, and the proceedings terminated.

The usual monthly meeting of the board of directors of the above association was held at the Law Society's Hall, Chancery-lane, London, on the 12th inst., Mr. Richard S. Taylor in the chair, the other directors present being Messrs. S. P. B. Bucknill, Walter Cheesman (Hastings), T. S. Curtis, Alfred Davenport, Walter Dowson, Hamilton Fulton (Salisbury), W. H. Gray, Charles Goddard, C. G. May, W. Melmoth Walters, and Thos. Gill (secretary). A sum of £325 was distributed in grants of relief, 51 new members were admitted, and other general business was transacted.

United Law Clerks' Society.

ANNIVERSARY FESTIVAL.

The eightieth anniversary festival of the United Law Clerks' Society was held at the Hotel Cecil, on Friday, the 7th inst., Mr. Justice BANKES in the chair. Among the guests were:—Sir George James Graham Lewis, Bart., Sir Homewood Crawford (City Solicitor), Mr. A. J. Walter, K.C., Mr. George Elliott, K.C., Mr. C. A. Russell, K.C., Mr. F. Greer, K.C., Mr. H. T. Kemp, K.C., Mr. Lewis Thomas, K.C., Mr. A. A. Hudson, K.C., Mr. J. H. Gray, Mr. Alexr. Neilson, Mr. E. H. Thirby, Mr. R. W. Turner, Mr. G. H. Bower, Mr. Harold Morris, Mr. Ernest E. Bird, Baron Albert Profumo, Mr. J. Bromley Eames, Mr. Barnard Lailey, Mr. J. Mason Williams, Sir Edward Boyle, Bart., Mr. W. R. Warren, Mr. G. M. Gathorne-Hardy, Mr. F. T. Barrington Ward, Mr. S. A. T. Rowlatt, Mr. R. M. Montgomery, Mr. Boydell Houghton, Hon. Charles Russell, Mr. T. W. H. Inskip, Mr. W. H. Ames, Mr. H. Cassie Holden, Mr. W. H. Benson Baker, Mr. H. R. Lewis, Dr. Younger, Mr. F. M. Guedalla, Mr. J. M. Greig, C.B., M.P., Master Leonard Kershaw, Mr. C. G. May, Mr. C. W. How, Mr. Joseph Hood, and Mr. E. Roy Bird.

The loyal toasts having been given,

Mr. JUSTICE BANKES proposed the toast of the evening, "Prosperity to the United Law Clerks' Society." He observed that this was the eightieth anniversary of the society, and it had therefore lived the four-score years which the Psalmist regarded as the extreme limit of happy existence. Fortunately, that opinion, if it was true to-day, did not apply to the society, the length of whose existence depended mainly upon the wisdom and energy and devotedness of those who were entrusted with its management. The time had come, through no act of the society itself, when undoubtedly it was at the parting of the ways. We read that in the time of Caesar Augustus a decree went forth that all the world should be taxed. The generations which followed us would read that in the time of another great man, Mr. Lloyd George, a decree went forth that a large part of the community should be insured. That decree was one of great moment and importance to the society. We were within a few weeks of the Act of Parliament coming into operation, and he thought that this was a convenient moment, not only to take stock of the position of the society, but to look forward into the future, and see what the position was likely to be in the future. There could be no doubt that anyone who looked at the published record of the society could but be filled with admiration for the work that had been done, and the results which had been achieved. The number of members was now 1,432, and the accumulated funds, in spite of the depreciation which had been experienced by all who invested their money in gilt-edged securities, amounted to £117,900, or, practically, £118,000. The society dispensed last year in benefits through its casual fund, its sickness allowance fund, its superannuation fund, and its allowances for death, no less a sum than £5,200. That was not only a magnificent record, but it pointed a moral for the future. It had been a matter of discussion in the society whether it should become an Approved Society or not, and it had been resolved that it should do so, and regulations had been framed which would enable it to continue its work, admitting all the classes of persons who would be admitted under the Act. He had devoted some attention to the subject in connection with other societies, and it was his confident opinion that that decision was a right one. He thought that no similar society could possibly exist under the new Act unless it became an Approved Society. Under these circumstances, what should the society aim at if it was to ensure the greatest benefit for its members under the new condition of things? Undoubtedly it should associate in one society as many people as possible

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whose lives were, to use the insurance companies' expression, of the highest class. Because, if they associated a large number of persons together, who were not likely to either fall upon the funds of the society, or to call for assistance, so much greater was the probability of a large accumulation of funds, and, therefore, of greater benefit to the members. The society, in his opinion, had a great opportunity. There were no persons who were less exposed to risk or sickness than those who were engaged in the law. He could not conceive any risk to which the solicitor's clerk was exposed, unless it was to *ennui*, from sitting in his master's chambers who had nothing to do. The society ought to recruit its members from a class of men whose lives ought to be as good as any other lives that could possibly be selected, and if it could only get a sufficient number, namely, 5,000, it would be a society by itself, and would not have to associate with any other society which might admit lives not so good; and in due course, in his opinion, it ought to be able to build up a fund which would enable it to offer larger and better benefits than probably any other similar society in England. The time was short. The Act came into operation next month, and there was a large number of insurable persons of the class in London. He was told there were about 11,000. Of course, it was to the benefit of the society to recruit its numbers within a comparatively small area, because, otherwise, it could not watch the malingeringers. Of that number of law clerks in London the society should, by the middle of next month, by hook or crook, rake in the large majority. If that was not done, they would join somewhere else, and then they would not be got for the society. It was the duty of every member to take care that every solicitor's clerk and every barrister's clerk, earning less than the fixed amount which defined the insurable person, should be brought into the society. For some reason or other people did not seem to realise that this great and important and far-reaching Act, important either for good or for evil, he believed for good, had been passed, and that within a few weeks there were millions of persons who would have to become insured, many of whom had not taken the trouble to ascertain what society they should join.

Mr. HENRY SPRAY (Treasurer) returned thanks. He said that the new Act did not affect 54 per cent. of the members of the society, and those were the comparatively well-to-do members; but the Committee were ready to so adjust the machinery of the society under the Act as to enable those who were less well-to-do to take advantage of the Act without having to go to another society. Nearly 400 members would continue to pay full subscriptions, in addition to paying their contribution to the State scheme. Preparations were being made to create three classes of new members, so as to meet the financial position of all clerks, and to enable members to move from one grade to another as their circumstances improved. He hoped that employers would use their influence with their clerks to get them to join the society.

Mr. A. J. WALTER, K.C., proposed the toast of "The Legal Profession." He said that the profession was a healthy one. We had judges adorning the bench, men in full mental activity, and the reason for their health was that they had been the disciples of hard work. The profession demanded hard work from all branches; from the judge on the bench to the smallest office boy it was a perpetual grind. People sometimes said to him, speaking of the judges, "What a nice soft job!" He was perfectly sure that it was not, and that long after the courts had risen it entailed hours of work. He was quite certain that no country had a judiciary of which it was so proud as England. As for the profession of the Bar, he said that they managed to do substantial justice to their clients who, on the whole, got good value for their money. He knew he should have the sympathy of solicitors when he said they could not get on without their managing clerks, and what the barristers would do without their clerks he did not know. They were a loyal body of men, devoted to their master's service.

Mr. GEORGE ELLIOTT, K.C., responded. He said that the profession held the field for those great principles which, from time immemorial, had cemented and kept together human society.

Mr. C. A. RUSSELL, K.C., proposed the toast of "The Chairman." Mr. Justice BANKES, in responding, said that Mr. Walter had spoken of the work of the judges. Well, theirs was not a soft job, but it was a far softer job than the life of a barrister in big practice. In support of

that he would tell them a secret he had never revealed before. When he was appointed a judge, to his great surprise, he was told he was to go on circuit in the place of the late-lamented Mr. Justice Walton, on the Western circuit. He wrote to the Chief Justice, and begged for the obscurity of Chambers, but that was not permitted, and he started off on the Western circuit in a blue funk. But, at the expiration of about a fortnight or three weeks his circuit butler, whose duty it was, amongst other things, to put on his robes, said to him one morning, "My Lord, I find it increasingly difficult to get your sash to meet." That was a perfectly true story, and he believed it was a fair illustration of the difference between the two jobs. He hoped he fully realised the importance of the position to which he had had the honour to attain; he believed that position in the present day was becoming one of greater and greater importance, and he quite realised the responsibility which rested upon any and every judge to maintain the high traditions of his office. There were many things he had realised since he had been on the bench. One was what an unruly thing the tongue of a judge was. It was a very unruly member, and there was no more difficult task when one was upon the bench than to restrain that unruly member. He had also realised a thing which, to his mind, was of real importance, not only to the members of the profession in their own interests, but in the interests of the public generally. He did believe that for some reason or another the courts did not dispose of the matters which came before them with sufficient expedition. He did believe that the increasing length of cases was a grave public evil, and he believed that, in their own interest, they would do well to consider the matter seriously, and especially whether they could not, without in the least diminishing the administration of justice and the true and full investigation of the matters before them, dispose of the business in less time than they did at the present moment.

Mr. R. W. TURNER submitted the toast of "The Honorary Stewards." Sir HOMEWOOD CRAWFORD (City Solicitor) returned thanks, and Mr. F. M. GUELDALL also responded.

Donations and subscriptions were announced amounting to £576. An excellent programme of music was provided by Miss Violet Oppenshaw, Miss Carrie Tubb, Mr. George Baker, and Mr. Gwynne Davies. Mr. Alfred Smythson was the accompanist. The string band of the Scots Guards gave a selection of instrumental music during the dinner.

The Law Association.

The ninety-fifth annual general court of the Law Association for the Benefit of Widows and Families of Solicitors in the Metropolis and Vicinity was held at the Law Society's Hall on 30th of May last. Mr. THOMAS HENRY GARDINER (one of the treasurers) in the chair. Among those present were Mr. P. W. Chandler, Mr. F. W. Emery, Mr. W. P. Richardson, Mr. J. E. W. Rider, Mr. Mark Waters, Mr. W. M. Woodhouse (directors), and several members, including Messrs. J. W. C. Frere, W. O. Reader, N. Chaplin, J. C. Brookhouse, G. M. Davey, T. S. Curtis, C. F. Leighton, P. E. Marshall, R. W. Seward, W. D. Mercer, P. G. C. Shaw, and E. E. Barrow (secretary).

The director's report for the year ending 20th of May states that the receipts of the association for the past year were as follows:—Dividends on investments, £1,348 13s. 6d.; annual subscriptions, £345 9s.; donations, £6 16s. 6d.; total, £1,700 19s. Life subscriptions, £84. The expenses of the year amounted to £298 16s. 7d., leaving a balance of £1,402 2s. 5d., which was £314 18s. 2d. balance from 1911 made an available income for the year of £1,717 0s. 7d. Out of this the directors have distributed £740 among fourteen members' cases and £956 7s. 2d. amongst fifty-five non-members' cases, making the total relief granted £1,696 7s. 2d., and there remained a cash balance in hand of £104 13s. 5d. towards the expenditure of the current year.

Since the formation of the association in 1817 the relief granted to members and their families has amounted to £81,984, and to solicitors (non-members) and their families £19,882, making a grand total of £101,866.

Twenty-three new members have joined the association during the past year, of whom eight are life members.

Mr. Mark Waters moved the adoption of the report, calling attention to the increased claims on the association and the assistance rendered during the past year; the motion having been seconded by Mr. Chaplin, the report and balance-sheet were unanimously adopted.

The Lord Chief Justice was re-elected president, and the vice-presidents, the directors and other officers were appointed.

The report and recommendations of the special committee appointed by the last annual general court to consider a proposed extension of the objects and rules of the association having been received and considered, were adopted.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 6th inst., Mr. T. H. Gardiner in the chair. The other directors present were:—Mr. P. W. Chandler, Mr. C. F. Leighton, Mr. P. E. Marshall, Mr. W. P. Richardson, Mr. Mark Waters, Mr. Woodhouse, and the secretary, Mr. E. E. Barrow.

Mr. F. T. Birdwood was elected chairman of the Board for the current year; a sum of £810 was voted in relief of numerous applicants and other general business was transacted.

It is stated that the Russian Duma has adopted a Bill permitting women to practise as lawyers.



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Obituary.

Mr. D. Randell.

The death is announced of Mr. David Randell, solicitor, of Llanelly. He was admitted in 1877, and was the head of the firm of Randell, Saunders, & Randell, of Llanelly. The firm have had a large practice, and, according to the *Times*, were for many years solicitors to the South Wales Miners' Federation. Mr. Randell was member of Parliament for the Gower Division of Glamorganshire from 1888 to 1900.

Mr. E. L. Tyndall.

We are sorry to have to record the death of Mr. Edward Lant Tyndall, formerly a well-known Birmingham solicitor. He was the second son of the late Mr. Henry Wotton Tyndall, solicitor, of Birmingham. He was educated privately, and was articled to his father, and was admitted in 1863. In 1868, after the death of his grandfather, who established the firm, he was admitted into partnership with his father and the late Mr. G. J. Johnson. His father died in 1885, and in 1894 Mr. Tyndall took into partnership his eldest son, Mr. F. H. G. Tyndall, so that four generations of the family have carried on the practice of solicitors in Birmingham. Several years ago Mr. Tyndall retired from practice on account of ill-health. Mr. Tyndall was, says the Birmingham journal to which we are indebted for the above details, a firm believer in the principle that every citizen should give up some portion of his time to work in aid of the welfare of his fellow citizens, and devoted many years of his life to the promotion of philanthropic agencies. He was a Liberal in politics, but considered his temperance principles had a greater claim upon him than Liberalism if the two should clash. Holding those views, he took an active part on the temperance side in Parliamentary elections, and in one contest in East Birmingham he supported a temperance candidate against the Liberal candidate, the late Mr. H. C. Fulford, a brewer. He also shared in the work of the management of many hospitals and charities, and worked with unflagging zeal in support of temperance organisations and societies.

Legal News.

Appointments.

Mr. A. DOUGLAS COWBURN, barrister-at-law, has been appointed Deputy-Coroner for the Western District of the County of London.

The Right Hon. Sir EDWARD CARSON, K.C., M.P., has been elected Autumn Reader to the Inns of Court.

Mr. ALFRED BAKER, solicitor, of Hertford, has been appointed Town Clerk of Hertford, in place of the late Mr. Sworder.

Information Required.

GEORGE SMART and ANNIE SMART.—Wanted information as to the present address of George Smart and Annie Smart, the children of James Montgomery Smart, of New York, who was drowned with the "Titanic." The children are believed to have been educated at a private school near Glasgow or Edinburgh, and to be in receipt of an allowance from a firm of solicitors acting for trustees of a settlement.—Reply to Hindle, Son, & Cooper, Solicitors, Darwen, Lancashire.

MR. SEPTIMUS JOHN PILLIN.—The late Mr. Septimus John Pillin, of Soho, London, is stated to have asserted that he had made his will. Any person holding the same or a draft or copy thereof is requested to at once communicate with Mr. F. J. East, Solicitor, 10, Basinghall-street, London, E.C.

General.

The new Lord Chancellor was sworn in on Tuesday in Appeal Court No. 1, before the Master of the Rolls, the Lord Chief Justice, the Lords Justice, and most of the judges of the King's Bench and Chancery Divisions. The Lord Chancellor, clad in his robes of State, entered the court preceded by the mace-bearer. The Lord Chief Justice gave up his seat to Lord Haldane, and the oath was administered by Sir John Macdonell. At the conclusion of the ceremony the Attorney-General rose and said, "I move that the proceedings be recorded," and the proceedings ended.

Judge William H. McSurely, of the Superior Court, says a Chicago journal, told the following at a recent Bar Association dinner: "One day when Judge Gary was trying a case he was much annoyed by a man in the back of the room who kept moving about, shifting chairs, and poking into corners. Finally the judge stopped the hearing, and said: 'Young man, you are disturbing the court by the noise you are making. What excuse have you to offer for your conduct?' 'Why, judge,' said the young man, 'I've lost my overcoat.' 'That's no excuse,' retorted the judge. 'People often lose whole suits in here without making half the disturbance.'"

At the Lancaster Assizes, before Mr. Justice Bucknill, on the 6th inst., says the *Times*, there were only two cases in the criminal calendar, and no civil business was entered. In his address to the Grand Jury, the judge said that if they asked him why they were there that day instead of on the 26th of June, the ordinary date for holding the assizes, he would find it somewhat difficult to answer them. If they had been inconvenienced, all he could say was that they must put up with it, as he (the judge) had to do. Those assizes were held at great expense, but they had only produced two cases, and in the civil court there was nothing to do at all.

In replying to the toast of "His Majesty's Judges," at the Mansion House dinner to the judges (says the *Times*), the Master of the Rolls said that Lord Loreburn was a man whom it would ill become him to attempt to compliment, but he thought he was expressing the voice of every one of his colleagues when he said that they admired him for his straightforwardness, for his courage, and for his zeal in securing the despatch of business, as well as for his charm of manner and the personal kindness which he showed to every one of them. They would all miss him. Since last year, when his Majesty's judges were entertained in that hall, two members of the Bench had ceased to be of their ranks—Mr. Justice Grantham by death and Mr. Justice Lawrence by retirement. He feared that those arrears which were being well mastered by the appointment of two extra judges to the King's Bench Division were showing signs of increasing, and that unless the Government saw their way to do that which they could do by an Address of both Houses, and increased the number of judges again by one or two, their business might not long be in the satisfactory position it was in at this moment. The law of the land was the solid foundation upon which the structure of our highly organised society rested. But he sometimes thought that there were signs on both sides of the Atlantic of a wish that the judges should do something more than declare and administer the law as it existed. On behalf of himself and his colleagues he protested against any doctrine such as that they should be subject to and yield to the influence of the passing waves of passion of other people. It was not for them to legislate; it was not for them to administer that which they personally might like to be the law. It was no part of their duty to say whether it was morally justifiable to break windows in order to perfect government, nor to condone the non-observance of contracts. Their duty was much simpler. It was to endeavour to ascertain by means of a trained and disciplined intellect what was the law in regard to a given state of facts and then to administer it without fear, favour, affection, or ill-will.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton-street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the **SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED)**. Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

The Property Mart.

Forthcoming Auction Sales.

June 18, 19, July 2 and 13.—Messrs. HAMPTON & SONS, Freehold Residences and Building Sites, Residential and Sporting Estates, &c. (see advertisement, back page June 8).

June 18, July 4 and 10.—Messrs. DREWMAN, TOWN & CO., at the Mart, at 2: Freehold Properties, Building Estates, Residential Estates, Freehold and Leasehold Ground Rents, &c. (see advertisement, back page, June 8).

June 18, 19, and July 2.—Messrs. HAMPTON & SONS, at the Mart, at 2: Residences, Mansions, &c. (see advertisement, back page, June 8).

June 19, 20, and July 10.—Messrs. HOWE FOX, BOUSFIELD, BURNETT, & BARRELL, at the Mart, at 2: Freehold Properties, &c. (see advertisement, page 11 June 8, and back page, June 1).

June 20.—Messrs. H. C. FOSTER & CRAWFORD, at the Mart, at 2: Reversions, Policy, Shares, &c. (see advertisement, back page, this week).

THE BRITISH LAW

FIRE INSURANCE COMPANY, LIMITED,
5 LOTHBURY, LONDON, E.C.

(with Branches throughout the United Kingdom).

SUBSCRIBED CAPITAL ... £1,050,000
PAID-UP CAPITAL ... £150,000
RESERVES ... £260,000

General Manager—DAVID M. LINLEY. Secretary—T. WILLIAMS.

FIRE, LOSS OF PROFITS due to FIRE,
WORKMEN'S COMPENSATION, EMPLOYERS' LIABILITY,
PERSONAL ACCIDENT AND SICKNESS,
BURGLARY, FIDELITY GUARANTEE, PROPERTY OWNERS'
INDEMNITY, and GLASS BREAKAGE.

Gentlemen in a position to introduce Business are invited to undertake Agencies within the United Kingdom. No Foreign Business undertaken.

June 20.—Messrs. SIMMONS & SONS, at the Mart, at 2: Freehold Ground Rents Pro crise, &c. (see advertisement, page iv, June 8).

June 21.—Messrs. LAWRENCE & SON, in conjunction with Messrs. TROLOPE, at Marlow, Freehold Residences (see advertisement, page iv, June 8).

June 27 and July 11.—Messrs. C. O. and T. MOORE, at the Mart, at 2: Freehold and Leasehold Houses, Lands, &c. (see advertisement, page vi, June 8).

June 27 and July 17.—Messrs. FARRINGTON, ELLIS, & CO., at the Mart, at 2: Freehold Properties, Residences, Sporting Estates, Building Land, &c. (see advertisement, back page May 18).

July.—Messrs. DAVIS, JONES & CO: Estates, &c. (see advertisement, back page, April 6, and page v, June 8).

July 3.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2: Freehold Agricultural Estates, Building Sites, Houses, &c. (see advertisement, page 557, June 1).

July 3.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

July 5.—Messrs. RUSSELL & BROWN, at the Mart, at 2: Freehold Premises and Ground Rents (see advertisement, page iii, June 8).

July 8.—Messrs. FARRINGTON & CO., at the Mart, at 2: Leasehold Property and Freehold Building Land (see advertisement, page iii, June 8).

July 9.—Messrs. DANIEL SMITH, SON, & OAKLEY, at Ashford, at 3: Freehold Agricultural Holdings, &c. (see advertisement, page 57, June 1).

July 10.—Messrs. TROLOPE, at the Mart, at 2: Residences, Mansions, &c. (see advertisement, page iv, June 8).

July 15.—Messrs. TUCKEY & SON, at the Mart, at 2: Freehold Ground Rents, Houses, &c. (see advertisement, back page, this week).

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE OF EMERGENCY APPEAL COURT No. 2.				Mr. Justice SWINER EADY.	
	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVANS.		
Monday June 17	Mr. Bloxam	Mr. Chubb	Mr. Beal	Mr. Leach	Mr. Leach	Mr. Leach
Tuesday	Beal	Farrar	Grosvenor	Goldschmidt	Goldschmidt	Goldschmidt
Wednesday	Grosvenor	Synges	Borror	Church	Church	Church
Thursday	Leach	Beal	Synges	Grosvenor	Grosvenor	Grosvenor
Friday	Borror	Bloxam	Farrar	Beal	Beal	Beal
Saturday	Goldschmidt	Grosvenor	Bloxam	Borror	Borror	Borror

Date.	ROTA OF REGISTRARS IN ATTENDANCE OF EMERGENCY APPEAL COURT No. 2.				Mr. Justice SWINER EADY.	
	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVANS.		
Monday June 17	Mr. Grosvenor	Mr. Goldschmidt	Mr. Farrar	Mr. Synges	Mr. Synges	Mr. Synges
Tuesday	Chubb	Bloxam	Synges	Borror	Borror	Borror
Wednesday	Leach	Farrar	Bloxam	Beal	Beal	Beal
Thursday	Borror	Church	Goldschmidt	Beal	Beal	Beal
Friday	Synges	Grosvenor	Leach	Goldschmidt	Goldschmidt	Goldschmidt
Saturday	Beal	Leach	Church	Farrar	Farrar	Farrar

Winding-up Notices.

London Gazette.—FRIDAY, JUNE 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF BIRMINGHAM TRAMWAYS CO. LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bower, 1, Kingsway, Liquidator.

DAVID YOUNG RUBBER ESTATES (BRITISH GULANA) LTD.—Peta for winding-up, presented May 31, directed to be heard June 18. Parker & Co, St. Michael's Rectory, Cornhill, solers for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

GOODWIN, FERREIRA & CO. LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 61, Brown st, Manchester. Sampson & Price, Manchester, solers for the liquidator.

GRIMES BROS., LTD.—Peta for winding up, presented June 4, directed to be heard June 18. John B. & F. Purchase, 14, Regent st, solers to the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

HEATON & BENTON LAUNDRY CO. LTD.—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gillespie, 40, Westgate rd, Newcastle on Tyne, liquidator.

LAW CAR AND GENERAL INSURANCE CORPORATION, LTD.—Creditors are required to give notice, on or before Aug 1, to Charles Frederic Spencer, 4, St. Paul's church-yard, liquidator.

MANCHESTER PEOPLE'S BANK, LTD.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts and claims, to Hugh Bayley, 1, 15 oth st, Manchester, liquidator.

NEW WHEAL ELIZA CONSOLS LTD.—Peta for winding up, presented May 13, directed to be heard June 11. J. D. B. Lewis, 20, Bucklersbury, solers for the petra. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 10.

NOUVELLE MANUFACTURE D'ARMES DE CHASSE DE ST. ETIENNE, LTD.—Petr for winding up, presented June 3, directed to be heard June 18. Alpe & Ward, 3, Serjeants' inn, Temple, solor for the petr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

PALACE ELECTRIC THEATRES, LTD.—Petr for winding up, presented June 1, directed to be heard June 18. Indermaur & Brown, 25, Chancery ln. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

SIMPLEX BOX CO, LTD.—Petr for winding up, presented June 6, directed to be heard June 18. Ranger & Co, 17, Fenchurch st, solors for the petr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

SOUTH EASTERN ELECTRIC THEATRES, LTD.—Petr for winding up, presented June 4, directed to be heard June 18. Lumley & Lumley, 37, Conduit st, solors for the petr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

UNITED LONDON AND SCOTISH INSURANCE CO, LTD.—Petr for winding up, presented June 5, directed to be heard June 18. Palmer & Co, 14, St. Helen's pl. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 17.

WATSON, WOODHEAD AND WAGSTAFF, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to William Nabb, O.d. Market pl., Bury, liquidator.

YORKSHIRE CARRYING CO, LTD.—Petr for winding up presented June 5, directed to be heard at Leeds on June 17. J. H. Milner and Son, 58, Albion st, Leeds, solors to the petr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 16.

YOUTA WOOLS (AUSTRALIA), LTD. (IN LIQUIDATION)—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to J. R. Percival, 6, Old Jewry, liquidator.

London Gazette.—TUESDAY, June 11.

**JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.**

NORTH LANCASHIRE EMPLOYERS' INSURANCE ASSOCIATION, LTD.—Creditors are required, on or before July 12, to send in their names and addresses, with particulars of their debts or claims, to Joseph Ward, 63, Lune st, Preston, liquidator.

REYNERS, LTD.—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to George Edward Haworth, 4, Clarence st, Manchester. Canliffe & Co, Manchester, solors to the liquidator.

WILLIAM ALLWOOD & SONS, LTD.—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to Harry Johnson Peart, 120, Colmore row, Birmingham. Tunbridge & Co, Birmingham, solors to the liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, June 7.

CITY OF BIRMINGHAM TRAMWAYS CO, LTD.
COUNTY AND BOROUGH HALLS GUILDFORD CO, LTD. (Reconstruction.)
JAMES A. JACOBS & CO, LTD.
TURNBRIDGE DYING CO, LTD.
YARROW SCHLICK AND TREWEY SYSTEM, LTD.
E. SWINGLER & CO, LTD.
AXMINSTER DEVELOPMENT SYNDICATE, LTD.
ASBORN DEVELOPMENT CO, LTD.
PORTSMOUTH FOOTBALL AND ATHLETIC CO, LTD.
LOMBARD, LTD.
CANADIAN LAND MORTGAGE AND AGENCY CO, LTD.
ANTO RIVER TRUST, LTD.
BENONI MAIN REEF SYNDICATE, LTD.

London Gazette.—TUESDAY, June 11.

SHELLEY AND CO, LTD.
PARKER GAMES CO, LTD.
SOUTHERN LAND CO, LTD. (Reconstruction.)
GENERAL OIL AND FINANCE CORPORATION, LTD. (Reconstruction.)
FAMATINA DEVELOPMENT CORPORATION, LTD.
G. MATHIS LTD.
STEAMSHIP CLARENCE CO, LTD.
PENKIDGE GAS CO, LTD.
BIRCHINGTON BAY PROPERTY CO, LTD.
COWPER-COWLES GALVANISING SYNDICATE, LTD.
W. F. GRIFFIN, LTD.
W. EDWARDS & CO, DEPOT, LTD.
CAPEL ASSOCIATION, LTD.
UNITED COALFIELDS OF KENT, LTD.

**Creditors' Notices.
Under Estates in Chancery.**

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 11.

FRENCH, WALTER, Birdbrook, Essex July 14 **Rayner v French, Warrington and Parker, JJ. Wayman, Clare, Suffolk**

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY May 31.

ABBOTT, ELIZA ELIZABETH, Lyander gr, Upper Holloway July 1 **Smith & Hudson, Fenchurch st**
ABUDRELL, AGNES MARY, Cannington, nr Bridgwater July 1 **Stone & Co, Bath**
BAGNALL, SARAH, Huddingham, Warwick July 1 **Wright & Co, Leamington**
BARTON, ALFRED THOMAS, Paignton June 24 **Smith & Keany, Paignton**
BOTH, CHARLES, North Aston, Yorks, Farmer June 28 **Machen, Sheffield**
BRITTELL, ALICE MARY, Lavender sweep, Clapham Junction July 1 **Hilbery & Co, Bishopsgate**
BROAD, HARRIETT ANGELINA, Brighton June 30 **Grimes, Gloucester**
BROOKBANK, THOMAS HENRY, St Bees, Cumberland July 1 **Brockbank & Co, Whitehaven**
BROWN, JOHN WILLIAMSON, Monkseaton, Northumberland, Solicitor July 1 **Humble & Melke, Newcastle upon Tyne**
CARBUTT, REBECCA, Holbeck June 29 **Calthrop & Harvey, Holbeck**
CARTER, ARTHUR SHARPE, Chelsea July 13 **Collison & Co, Bedford row**
CASTLE, ALFRED GEORGE, Barmouth, Merioneth July 8 **Jones, Dolgelly**

How do your letters look when they reach your clients?

Most any paper looks good when it comes from the printer. But the typewriter, the copying machine and the journey in the mail-bag all put the quality to the test.

Chelsea Bank
The letter-paper with a backbone

It does not lose caste in transit. It is tough as parchment, as crisp as a new banknote, and has a snap that proves the strength of its fibre. Chelsea Bank is made in an agreeable azure shade and has a writing surface pleasant to the pen.

Order through Stationer

Samples free from **W. H. Smith & Son**
Wholesale and Manufacturing Stationers
Kean Street, Kingsway, London, W.C

CHATMAN, MAGGARET, Egerton, nr Bolton June 29 **Balshaws, Bolton**
CRIGAN, WAKEFIELD DUNCAN, Eastbourne July 1 **Masterman & Everington, Pancras ln**
DARE, AGNES MARIANNE, Congresbury, Somerset June 30 **Ford, Weston super Mare**
DEULLER, MARGARET, Coatham, Redcar June 25 **Watson, Middlesbrough**
GAINES, GEORGE WHISLER, Lamont rd, Chelsea, Fitter July 1 **Sloper & Co, Putney hill**
GRALE, REBECCA, Reigate July 1 **Staffurth, Bognor**
GROUOTT, WILLIAM ALBERT, Tunstall, Staffs June 24 **Hollinshead, Tunstall**
HIGHFIELD, SARAH, Preston, Brighton June 30 **Norris & Sons, Liverpool**
HIRST, MARY, Cleckheaton, Yorks July 6 **Newstead & Wade, Otley**
HOLDSWORTH, SQUIRE, Bradford, Builder June 22 **Farrar & Co, Bradford**
HUNTER, CHRISTOPHER, Thorner, Yorks July 8 **Sm h, Leeds**
HUNTER, RACHEL, Thorner, Yorks July 8 **Smith, Leeds**
JEFFERSON, MERVYN DUNNINGTON, Thicket Priory, Yorks July 1 **Burland & Macturk, South Cave, E Yorks**
KEESE, RUTH RUSSELL CHAPPELL, The Mall, Ealing Common June 30 **Bull & Bull King st, Hammersmith**
LEWIS, CHARLES OSBORNE ROUND, Tipton, Staffs, Pawnbroker June 12 **Round, Tipton**
LOVING, ELIZA ANN, St Austell, Cornwall June 29 **Carlton & Stephens, St Austell**
LUCAS, HENRY, Burwash, Sussex July 7 **Bass, Tunbridge Wells**
NICKERNA, CATHERINE, Dipton, Durham July 4 **Hoyle & Co, Newcastle upon Tyne**
MCKILL, ALICE, Liverpool June 30 **Munro, Liverpool**
MURPHY, HENRY, Mantua st, Battersea July 1 **Leighton & Savory, Clement's inn**
READ, GEORGE, Cassington, Oxford, Mason July 3 **Galpin, Oxford**
SMITH, ANNA MARIA MUNDELL, Ravensdale rd, Middx July 1 **Champion & Co, Union ct, Old Broad st**
STOKOE, MARY, Penzance pl, Holland Park July 5 **Layne, Newcastle upon Tyne**
STOFFORD, Rev FREDERICK MANNERS, Titchmarsh Rectory, Northampton July 1 **Lamb & Stringer, Kettering**
SWIFT, WILLIAM, Hartfield, Sussex, Farmer July 1 **Bass, Tunbridge Wells**
TERNAV, JULIA ELIZABETH, Southampton July 6 **Hall, Bedford row**
WALKLEY, WILLIAM HENRY, Banbury, Corn Merchant June 30 **Bennett, Banbury**
WICKSTEED, FRANCIS WILLIAM SLOW, Regent's Park rd July 1 **Beaumont & Co Chancery ln**
WILDOOSE, EMMA, Southport July 13 **Scholes & Farrington, Manchester**
WILLIAMS, JAMES STODDART, and SARAH WILLIAMS, Dartmouth Park rd July 15 **Grundy & Co, Queen Victoria st**
WOOD, THOMAS FRANCIS, Gravesend, Lighterman June 29 **Hatten & Co, Gravesend**

London Gazette.—TUESDAY, June 4.

BARKER, REBECCA MARY, Whitby, Yorks July 13 **Paris & Co, Southampton**
BOWEN, CHRISTIAN, Bath July 1 **Fuller & Co, Bath**
BROOK, SAMUEL, Morley, Yorks July 1 **Wooler & Co, Leeds**
CASTLE, EDWARD JAMES, KC, Harcourt ter, South Kensington Aug 31 **Neville & Smith, South Sq, Gray's Inn**
CHANCILLOR, WALTER, Hershaw, Surrey July 10 **Wadson & Malleon, Devonshire sq**
CLARK, ELIZA VICTORIA, Southend June 12 **Dodd & Kift, Reading**
EDWARDS, ELIZABETH, Garndiffaite, Mon Aug 4 **Rythway & Son, Pontypool**
EVANS, THOMAS, Kettering July 6 **Lamb & Stringer, Kettering**
FOWLER, ANNIE, Huntingd n July 23 **Hunbyun & Sons, Huntingdon**
FREER, EMILY, Combe Martin, Devon July 8 **Folkard, Poultry**
GILLOTT, EMILY, Adwick la Street, Yorks June 30 **Allen, Doncaster**
GRIFFITH, GILES RICHARD, Chester July 15 **Barker & Rogers, Chester**
HAIGH, MARIA, Bailey June 15 **Pease, Dewsbury**
HAIN, ELIZABETH, Tunbridge Wells June 30 **Smith & Co, Ashby de la Zouch**
HALL, MARY KATHERINE, Hall, Hans Crescent Hotel, Chelsea July 12 **Ashurst & Co, Throgmorton av**
HARRISON, WILLIAM BOCK, Hoddesdon, Herts July 31 **Sworder & Longmors, Hertford**
HELLYER, FRED, Hull July 1 **Woodhouse & Chambers, Hull**

HERRERT OF LEA, Rt Hon ELIZABETH BARONESS, Chesham pl, Belgrave sq July 1
Nicholl & Co, Howard st, Strand
HERRERT, NATHANIEL, Birkdale June 29 Cook & Talbot, 8 upport
IRON, GERTRUDE ELLEN, Norwich July 1 Bolton & Co, Temple gds
ISAAC, JOHN ISAAC, Hall rd, 85 Marylebone July 31 Roberts, Basinghall st
JOLLIFFE, MARY ABIGAIL, George st, Cavendish sq July 2 Brown & Co, Norfolk st,
Strand
JONES, GEORGE, Liverpool July 9 Collins & Co, Liverpool
JUN, JOHN BLANCHARD, Leeds July 1 Maud, Leeds
KITCHEN, DANIEL, Lancaster, Tailor July 6 Clark & Gardner, Lancaster
LLOYD, FRISCILLA WILLY, Cornwall gins, Kensington July 1 Peacock & Goddard,
South sq, Gray's inn
MANSELL, MABEL, Clevedon, Somerset July 17 Inskip & Son, Bristol
MELVILLE, EMILY LESLIE, Lincoln June 30 Tweed & Co, Saltergate, Lisco's
MIDWINTER, WILLIAM, Birmingham, Engineer July 11 Dale & Co, Birmingham
MOORE, ROBERT WILLIAM, Bournemouth July 20 Johns, Bournemouth
MORRIS, JOHN EDWARD, Bolton July 31 Fairbrother, Bolton

PILETT, EMMA JOSEPHINE, Sarbiton hill, Surrey July 9 Burn & Son, Bell yd, Doctor
Commons
POSTANCE, AMELIA, Hoylake, Cheshire July 8 Woolcott & Co, West Kirby
POTTER, JOHN, Emsdale, Cumberland, Farmer June 13 Chapman & Baxter, White-
haven
ROBERTS, DAVID WATKIN, Bournemouth July 15 Whites & Co, Bridge row
ROBSON, MARY JANE, Maidenhead July 6 Paice & Cross, Clement's inn
SCOTT, ROBERT JOHN, Hepscott, nr Morpeth, Licensed Victualler June 30 Brumell
& Sample, Morpeth
SMITH, JAMES, Handsworth, Confectioner July 4 Davis, Birmingham
SWIRE, WILLIAM BUCKLE, St Leonards July 15 Syrett & Sons, Finsbury pynt
WANDSWORTH, BARON, the Rt Hon SYDNEY JAMES, Great Stanhope st, Mayfair July 31
Maples & Co, Frederick's pl, Old Jersey
WARD, SARAH ANN, Kilderminster July 6 Talbot, Kilderminster
WHITE, JANE LAWN, Camden road July 1 Rexworthy & Co, Cheapside
WILLIAMS, WILLIAM THOMAS, Llandegfan, Anglesey June 28 Jones, Bangor

Bankruptcy Notices.

London Gazette.—FRIDAY, June 7.

RECEIVING ORDERS.

BIGGS, SAMUEL THOMAS, Lincoln's inn fields, Solicitor
High Court Pet Mar 1 Ord June 4
BIRD, ARTHUR DEVEREUX, Danbury, Essex, Farmer
Chelmsford Pet June 3 Ord June 3
BRIGGS, JOSHUA, Stockport, Builder Stockport Pet June 5
Ord June 5
CHINNEY, ALBERT EDWARD, Horley, Surrey, Ironmonger
Croydon Pet June 5 Ord June 5
COLLINS, GEORGE, Chartist, nr Dorchester, Baker
Dorchester Pet May 18 Ord June 4
COVE, WILLIAM, Ellacombe, Torquay, Baker Exeter Pet
June 3 Ord June 4
EASTON, HERBERT ALFRED, Barton on Humber, Builder
Great Grimsby Pet June 4 Ord June 4
FAIRBURN, HARRIST JOHN, Orrell, Lancs, Grocer Wigan
Pet June 3 Ord June 3
HALL, JOHN, Wigan, Butcher Wigan Pet June 3 Ord
June 3
HETHOR, GORDON VICTOR, Swaffham, Norfolk, Cattle
Dealer King's Lynn Pet May 24 Ord June 4
HUGHES, SINS & BURS, Teddington, Auctioneers King-
ston, Surrey Pet Mar 23 Ord June 4
JONES, THOMAS ROSS, Liverpool, Cork Merchant Liverpool
Pet May 17 Ord June 4
LEADER, WILLIAM, Plaistow, Essex, Fruiterer High Court
Pet June 3 Ord June 3
LAWFIELD, WILLIAM, Horsham, Contractor Brighton Pet
June 5 Ord June 5
MORCHIEFFE, JOHN ALEXANDER, St James's pl, St James's
High Court Pet Feb 22 Ord June 5
MOSES, DAVID, Brynmawr, Brecon, Butcher Tredegar
Pet June 3 Ord June 3
NORTON, WILLIAM, Rayleigh, Essex, Coffee House Keeper
Chelmsford Pet May 9 Ord June 3
OLIVER, HARRY, Birchmead, nr Bamford, Derby, Tailor
Stockport Pet June 3 Ord June 3
PEARCE, FRANK, Radbourne rd, Balham, Clerk
Wandsworth Pet June 5 Ord June 3
POOKE, NICHOLAS, Air st, Regent st High Court Pet
Feb 26 Ord June 5
RICHARDS, WILLIAM, Llanbadarnfynydd, Grocer Leominster
Pet June 5 Ord June 5
SARNEY, Enoch WILLIAM, Croft, Lancs, Farmer Warring-
ton Pet May 14 Ord June 4
SEAR, ROBERT, Handsworth, Warwick, Wholesale
Jeweller Birmingham Pet June 4 Ord June 4
SEAR, CHARLES EDWARD MORGAN, Wakefield, Clerk Wake-
field Pet June 3 Ord June 3
SINKIN, WILLIAM HENRY, Etingehall, nr Wolverhampton,
Baker Walsall Pet June 3 Ord June 3
SMITH, WILLIAM HENRY, York, Auctioneer York Pet
June 4 Ord June 4

SOMERTON, WALTER, Clevedon Bristol Pet June 4 Ord
June 4
SPOONER, FRANK, Bedford Bedford Pet May 17 Ord
June 4
WATSON, ALFRED HENRY, Great Grimsby, Journeyman
Stonemason Great Grimsby Pet June 3 Ord June 3
WATSON, SAMUEL, Coxhoe, Durham, Quarryman Durham
Pet June 4 Ord June 4
WHEATLEY, J H, Dermody gds, Lewisham, Motor Engi-
neer Greenwich Pet April 30 Ord June 4
WILKINSON, ISAAC, Seacombe, Bootmaker Birkenhead
Pet June 5 Ord June 5
WOOSTER, WILLIAM, Westbourne, Bournemouth, Baker
Poole Pet June 4 Ord June 4

Amended Notice substituted for that published in the
London Gazette of May 14.

MARRIAN, HAROLD GREENWOOD, Twickenham, Architect
Brentford Pet April 10 Ord May 10

FIRST MEETINGS.

BIGGS, SAMUEL THOMAS, Lincoln's inn fields, Solicitor
June 17 at 12 Bankruptcy bldg, Carey st
BLAKE, GEORGE, Pemberton, Wigan, Glass Dealer June 15
at 11 Off Rec, 19, Exchange st, Bolton
COLLINS, GEORGE, Chartist, nr Dorchester, Baker
June 18 at 1 Off Rec, City chmbrs, Catherine st,
Salisbury
COVE, WILLIAM, Ellacombe, Torquay, Baker June 18 at 12
Off Rec, 9, Bedford circus, Exeter
DRE, LOUIS OSWALD, Kingston upon Hull, Dryalter June
17 at 11.30 Off Rec, York City Bank chmbrs, Low-
gate, Hull
FORDS-LEITH, FRANK, Nottingham June 15 at 11.30
Off Rec, 4, Castle pl, Park st, Nottingham
HETHOR, GORDON VICTOR, Swaffham, Norfolk, Cattle
Dealer June 15 at 12.30 Off Rec, 4, King st, Norwich
LEADER, WILLIAM, Plaistow, Essex, Fruiterer June 18 at
11 Bankruptcy bldg, Carey st
MELHUISH, ROBERT, Great Grimsby, Fish Packer June 15
at 11 Off Rec, St Mary's chmbrs, Great Grimsby
MORCHIEFFE, JOHN ALEXANDER, 86 Jam's pl, St James's
June 18 at 12 Bankruptcy bldg, Carey st
PARSONS, FRANK HERBERT GEORGE, Hastings, Fruiterer
June 18 at 11.30 Off Rec, 12A, Marlborough pl,
Brighton
POOKE, NICHOLAS, Air's, Regent st June 20 at 12 Bank-
ruptcy bldg, Carey st
SEAR, CHARLES EDWARD MORGAN, Wakefield, Clerk June
17 at 11 Off Rec, 21, King st, Wakefield
SPOONER, FRANK, Bedford June 18 at 2.30 The Lion Hotel,
High st, Bedford
TAYLOR, ALFRED EDWARD, Algiers rd, Lewisham, Buyer in
Bakery Stores June 17 at 11 132, York rd, West-
minster Bridge rd
WATSON, ALFRED HENRY, Great Grimsby, Journeyman
Stonemason June 15 at 11.30 Off Rec, St Mary's
chmbrs, Great Grimsby
WISTARLEY, LUKE, Altrincham, Tobaccoist June 15 at
11 Off Rec, Byron st, Manchester
WOOSTER, WILLIAM, Bournemouth, Baker June 17 at 3
100, High st (first floor), Poole

Amended Notice substituted for that published in the
London Gazette of May 31:

FAIRBURN, JOHN, Maidstone, Mineral Water Manufacturer
June 10 at 11 9, King st, Maidstone

ADJUDICATIONS.

BAKER, FREDERICK THOMAS, Glasshouse st, Gunmaker
High Court Pet June 1 Ord June 4
BIRD, ARTHUR DEVEREUX, Danbury, Essex, Farmer
Chelmsford Pet June 3 Ord June 3
BORROWDALE, ROBERT, Fernhill, Butcher Carlisle Pet
May 15 Ord June 5
COFFLAND, JOSEPH BENJAMIN, Great King's Hill, nr High
Wycombe Builder Aylesbury Pet April 29 Ord
June 5
COVE, WILLIAM, Ellacombe, Torquay, Baker Exeter Pet
June 3 Ord June 3
EASTON, HERBERT ALFRED, Barton on Humber Builder
Great Grimsby Pet June 4 Ord June 4
FAIRBURN, HARRIST JOHN, Orrell, Lancs, Grocer Wigan
Pet June 3 Ord June 3
HALL, JOHN, Wigan, Butcher Wigan Pet June 3 Ord
June 3
JACKSON, C, St James' st, Piccadilly High Court Pet
May 15 Ord June 1
JONES, THOMAS ROSS, Liverpool, Cork Merchant Liverpool
Pet May 17 Ord June 5
LEADER, WILLIAM, Plaistow, Essex, Fruiterer High Court
Pet June 3 Ord June 3
LAWFIELD, WILLIAM, Horsham, Contractor Brighton Pet
June 5 Ord June 5
LLOYD, ERIC WALTER, Brixton rd, Brixton High Court
Pet May 4 Ord June 4
LOHRY, FRANK, Bristol, Commercial Traveller Bristol
Pet May 17 Ord June 3
MOSES, DAVID, Brynmawr, Brecon, Butcher Tredegar
Pet June 3 Ord June 3
OLIVER, HARRY, Birchmead, nr Bamford, Derby, Tailor
Stockport Pet June 3 Ord June 3
PEARCE, FRANK, Radbourne rd, Balham, Clerk
Wandsworth Pet June 5 Ord June 5
REER, JAMES, Kennington Park rd, Property Dealer High
Court Pet Mar 27 Ord June 5
RICHARDS, WILLIAM, Llanbadarnfynydd, Grocer Leom-
inster Pet June 5 Ord June 5
SEAR, ROBERT, Handsworth, Wholesale Jeweller
Birmingham Pet June 4 Ord June 4
SEAR, CHARLES EDWARD MORGAN, Wakefield, Clerk
Wakefield Pet June 3 Ord June 3
SINKIN, WILLIAM HENRY, Etingehall, nr Wolverhampton,
Baker Walsall Pet June 3 Ord June 3
SMITH, WILLIAM HENRY, York, Auctioneer York Pet
June 4 Ord June 4
SOMERTON, WALTER, Clevedon, Ladies' Costumier Bristol
Pet June 4 Ord June 4
WATSON, ALFRED HENRY, Great Grimsby, Journeyman
Stonemason Great Grimsby Pet June 3 Ord June 3
WATSON, SAMUEL, Coxhoe, Durham, Quarryman Durham
Pet June 4 Ord June 4
WILKINSON, ISAAC, Seacombe, Chester, Bootmaker Birken-
head Pet June 5 Ord June 5
WILLIAMS, EDWARD, New Tredegar, Mon, Bootmaker
Tredegar Pet May 1 Ord May 31

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

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